ಬೆಂಗಳೂರು ವಿದ್ಯುತ್ ಸರಬರಾಜು ಕಂಪೆನಿ ನಿಯಮಿತ

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(A Govt. of Karnataka Undertaking)

Tender enquiry No.: BESCOM/2024-25/SE0227

REQUEST FOR PROPOSAL (RFP)

FOR

Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent.

ISSUED BY

General Manager (DSM)

2nd Block, Ground Floor, Corporate Office, BESCOM, K R Circle,
Bangalore-560001.

E-mail: gmdsm.work@gmail.com,

Phone: 080-22340816

DISCLAIMER

This Request for Proposal (**RFP**) is for "Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent". Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process.

LETTER OF INVITATION TO BIDDER

Tender Reference no.	BESCOM/2024-25/SE0227
Name of the Organization	Bangalore Electricity Supply Company Ltd. (BESCOM)
Title of Services	"Request for Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent"

1. The Karnataka State has 05 numbers of state owned Electricity Supply Companies (ESCOMs) viz. BESCOM, HESCOM, GESCOM, MESCOM & CESC. All the ESCOMs are implementing solar rooftop projects in their jurisdiction as per the regulations and orders of the Karnataka Electricity Regulatory Commission (KERC).
2. Further, as per directives issued for by Energy Department, GoK for implementation of solar rooftop projects in Karnataka State vide G.O dated 24.05.2024;
    a) BESCOM will be the nodal agency to create a common URL and website for solar rooftop applications, including the application process. Login credentials to be provided for all other ESCOMs to use the same platform.
    b) Application procedure, all guidelines, orders & regulations to be hosted in the same website. Daily report on registered applications and their current status to be made available on the site.
    c) An online process for applications, power purchase agreements and synchronization to be implemented and followed across all ESCOMs shall be made.
3. In view of the above, BESCOM requires Bidder for "Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent".

    More details on the services are provided in the Terms of Reference in this document.

4. The document includes the following:

   Section - 1: INVITATION FOR BIDS

   Section - 2: INSTRUCTION TO BIDDERS

   Section - 3: GENERAL TERMS & CONDITIONS OF CONTRACT

   Section - 4: SCOPE OF WORK

   Section - 5: FIRM ENGAGEMENT DETAILS

   Section - 6: TERMS OF PAYMENT

   Section – 7: FORMS & ANNEXURES

5. The bidders are invited to submit the proposal as per the attached document.

Yours sincerely,
sd/-

General Manager (Ele)
DSM, BESCOM

SECTION 1: INVITATION FOR BIDS

1.1. Introduction

The General Manager (Ele), DSM, Corporate office, K.R circle, Bangalore-560 001, on behalf of Bangalore Electricity Supply Company Limited (BESCOM), invites tender for **Enquiry No.:** BESCOM/2024-25/SE0227 through e-procurement portal (https://kppp.karnataka.gov.in/) for **"Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent".**

Notice Inviting Tender (NIT)

1	Bid Enquiry No.	**BESCOM/2024-25/SE0227**
2	Name of Work	**"Request for Proposal Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent"**
3	Type of tender	e-procurement portal – Two part tender
4	Earnest Money Deposit	1. The bidder shall pay EMD of Rs 2,33,000 (In words Rs. Two Lakhs Thirty Three Thousands only). 2. Government/Quasi Government/ Public Sector undertakings are not exempted from payment of EMD. The EMD shall be furnished along with the bids. 3. Bids received without accompanying the requisite EMD are liable for rejection.
5	Validity of Bids	Bids shall be valid for 180 (One Hundred eighty) Days from the date of opening of technical bids.
6	**Calendar of Events**	
A	Availability of bid documents in the e-procurement portal	On or after 19.12.2024 from17:00 hrs.

B	Last Date for Receipt of clarification/ queries	10.01.2025
C	Pre-bid meeting	10.01.2025 at 11:00 hrs.
D	Last Date & Time for receipt of tenders	30.01.2025 at 16:00 hrs.
E	Date & Time for Opening of Technical Bids	31.01.2025 at 16:30 hrs.
7	Tender Processing Fee	The eligible bidders who wish to participate in the tender shall have to pay the Non-refundable tender processing fee as specified in the e- procurement portal https://kppp.karnataka.gov.in
8	Currency	Indian National Rupees only (INR)
9	Contact person for clarifications	Email Ids: gmdsm.work@gmail.com & gmdsm@bescom.co.in

Tender documents can be downloaded from e-procurement portal https://kppp.karnataka.gov.in free of cost, under login for contractors. The prospective bidders are advised to register their user ID, pass word, and Company ID from web site https://kppp.karnataka.gov.in

Tenders must be accompanied by required EMD which will be paid online through e- procurement portal.

a. Tender must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal.

b. Any clarifications regarding the scope of work of the project can be had from the undersigned during office hours.

c. Any clarifications about e-payment contact e-procurement help desk 080-22230960/22234115 or e-mail to support@eprochelpdesk.com for any issue.

d. BESCOM reserves the right to cancel the bid process or reject all bids without assigning any reason thereof and will bear no liability whatsoever consequent upon such a decision.

1.2. Cost of Bidding:

The bidder shall bear all costs and expenses associated with preparation and submission of bids including participation in pre-bid / post bid discussions, Technical & other presentations. BESCOM (Employer) will under no circumstances bear the expenditures or costs, regardless of the conduct or outcome of the bidding process.

SECTION 2: INSTRUCTION TO BIDDERS

2.1. Objective of the RFP

The objective of this RFP is for **"Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent"** as per terms and conditions specified in this RFP.

Important Instructions

A. The Bid Security (EMD) is required to protect the BESCOM against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture. The Bid Security shall be made payable to the BESCOM without any condition whatsoever.

B. Any Bid not secured in accordance with above point will be rejected summarily by the BESCOM as Non-Responsive.

C. EMD will be returned / refunded for the unsuccessful bidders on finalization of the order and EMD of successful bidders will be returned after furnishing the Performance Guarantee by the Successful Bidder.

D. The Bid Security shall be forfeited:
   - If a Bidder withdraws their Bid during the period of Bid validity specified by the Bidder on the Bid Form:
   - In case of a successful Bidder, if the Bidder fails:

   i) To sign the Contract,

   OR

   ii) To furnish the Performance Guarantee in the prescribed format.

E. No interest shall be payable by the BESCOM on the above Bid Security.

F. Bids shall be submitted in two parts viz., (1) Technical Bid and (2) Price Bid, both on Electronic Mode only. **Manual bids will not be accepted.**

G. Bidders can upload the bids on to e-procurement portal before **30.01.2025 at 16:00 hrs. IST**.

H. A pre-bid meeting will be held at BESCOM Corporate Office, K R Circle, Bangalore-01, India at **10.01.2025 at 11:00 hrs.**

I. Two Stage Two Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

J. The Technical Bids will be opened on **31.01.2025 at 16.30 hrs.**

K. The Price Bids of those Bidders who's Technical Bids are found **Responsive,** will be opened at a later date.

   NOTE: Price Bids of Non - Responsive Bidders will not be opened.

L. The Bidders shall provide proof of their credentials in support of their Technical capacity, Financial Strength and Past Experience.

M. **BESCOM** takes no responsibility for delay, due to any cyber or any other computer related problems or postal delay. Further, BESCOM reserves the right to reject any or all the Bids without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

2.2. General Instructions

A. If it is found that the performance vis-a-vis works already awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder & reject its bid at any stage of processing the bid.

B. In the event of the information, furnished by the bidders, is found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the Bid security and disqualifying the offer of such Bidders, black list the firm. In the event of information furnished by Bidder is found to be false during the execution stage, then BESCOM at its liberty may take action to cancel the works awarded besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.

C. Bidder shall remit bid security EMD at BESCOM at the time of bidding and the successful bidder shall submit **10% of value of awarded Cost** towards security deposit at BESCOM at the time of awarding the tender as CPG.

D. Notwithstanding anything stated above or elsewhere in the Tender specifications, BESCOM reserves right to assess the Capability/suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM.

E. BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

2.3. Contract Period

The total Contract Period is for **30 (Thirty) months** for "Request for Proposal Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent".

2.4. Qualifying Requirements of Bidders

1. In this tender, Only Single Bidder is allowed for participation and No Consortium is allowed.

2. Any bid not found to be in conformance with any of the pre-qualifying conditions will be summarily rejected and not considered for further evaluation.

3. For meeting all the pre-qualification criteria and the technical evaluation criteria, all the project that are submitted as experience, should be completed.

4. Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the GO No. FD 455 Exp- 12 2020 BENGALURU Dated: 25.8.2020.

   a. "Bidder" (including the term 'tenderer', or' service provider' in certain contexts) means any person or firm or company, every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
   b. "Bidder from a country which shares a land border with India" for the purpose of this order means:-
      i. An entity incorporated, established or registered in such a country; or
      ii. A subsidiary of an entity incorporated, established or registered in such a country; or
      iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
      iv. An entity whose beneficial owner is situated in such a country; or
      v. An Indian (or other) agent of such an entity; or
      vi. A natural person who is citizen of such a country ; or
      vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

   c. The beneficial owner for the purpose of above clause will be as under:
      (i) In case of a company or limited Liability Partnership, the beneficial owner is the natural persons (s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.

      Explanation:-
      - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
      - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical persons, has ownership of or entitlement to more that fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural persons exercising ultimate effective control over the trust through a chain of control or ownership.

d. An agent is a person employed to do any act for another, or to represent another in dealing with third person.

e. A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format:
"I have read the clause regarding restrictions and procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached)."

The following pre-qualification conditions are mandatory requirements and are also required to be fulfilled by the bidders in their individual capacity.

Technical Requirements

Sl. No	Qualifying Criteria	Documents to be uploaded
1	The Bidder shall be an individual Proprietorship firm / Partnership firm / Limited Liability Partnership firm / Company Registered under Companies Act 1956/2013.	a) Certificate of Incorporation in case of Registered Company. b) Registration certificate in case of LLP and Partnership deed in case of Partnership Firm. c) GST or PAN registration in case proprietorship firm is to be uploaded.
2	Bidder should be in the Information Technology (IT) / Information Technology Enabled Services (ITES) business for a period of previous 5 Years i.e. from 2019-20 to 2023-24.	Year wise Work Order (WO) / Detailed Work Award (DWA) / Purchase Order (PO) pertaining to IT/ITES projects (2019-2020 to 2023-24).
3	The Bidder must have Developed, deployed and/or maintained at least 2 web-based software for any Government departments/Private institutions / PSUs in India in any of the preceding 5 financial years i.e. during FY 2019-20 to 2023-24.	a) WO / DWA / PO of projects b) Completion / Go-Live Certificate specific to WO/DWA/PO uploaded for point (a) issued by the officer who has awarded the work.
4	The bidder should not have been Black-Listed/Banned/suspended by any State Government/Central Government and their undertakings departments/ companies in India as on date of bid submission.	Self-declaration
5	The bidder should not have been defaulted/short closed due to non-performance in the services against the order placed any State Government/Central Government	Self-declaration

Sl. No	Qualifying Criteria	Documents to be uploaded
	and their undertakings departments/companies in India as on date of bid submission.	
	Financial Requirements:	
6	The Annual Turnover of the Bidder should not be less than Rs. 2.33 cores in any two of the preceding five financial years i.e., (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).	Audited Balance sheet and Profit & Loss Account statements for FY 2019-20, 2020-21,2021-22, 2022-23 & 2023-24.
7	The liquid assets of the bidder as on 31.10.2024 or at later date, but before the date of bid submission shall not be less than Rs. 28 lakhs. If the Bidder has banking with more than one Bank, then the available liquid assets balance mentioned above on a particular date i.e., as on 31.10.2024 or any date before submission of bids shall be the same date for all the banks. Liquid asset shall include the following • Cash at Bank. • Term deposits. • Availability of fund based credit facility	The cash at bank and term deposits and availability of fund based credit facility as on 31.10.2024 or at later date, but before the date of bid submission shall be supported by certificates issued from the Nationalized/ Scheduled Commercial Bank. In case of fund based credit facility, certificate shall include amount sanctioned, amount utilized/available and balance available.
	General Requirements:	
8	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority	Registration certificate issued by the competent authority shall be uploaded.
9	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder in the following format: Have read the clause regarding	A self-declaration by the Bidder as per format Specified to be submitted.

Sl. No	Qualifying Criteria	Documents to be uploaded
	restrictions on procurement from a Bidder of a country which shares a land border with India; Certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. Hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered.	

Note: All self-declarations shall be notarized on single ₹500/- stamp paper.

2.5. Cost of Bidding

The Bidder shall bear all Costs and expenses Associated with preparation and submission of Bid including Pre/Post Bid discussions, Technical and other Presentations etc., and the BESCOM will, under no circumstances, be responsible or liable for these Costs, regardless of the conduct or outcome of the Bidding process.

2.6. Documents to be submitted by Bidders

The bidders must upload all documents required to prove Eligibility of the Bidders as required in Qualification Criteria as in Clause 2.4 and in addition to above the following documents needs to be uploaded:

a. Company Profile document.
b. Copy of Permanent Account Number (PAN) Card of bidder.
c. Power of Attorney in favour of all the persons signing the documents, if any, on Non- Judicial Stamp Paper of Rs. 500/- duly notarized in name of the Bidding Entity.
d. GST registration certificate
e. Forms as per Section-7

NOTE: *All those documents for which format has not been specified in Annexures or elsewhere in the bid documents, the bidders are required to submit the same in a format suitable to them under the sign and seal of the Bidder.*

2.7. Bidding Documents

2.7.1. Understanding of Bid Documents:

A prospective bidder is expected to read carefully all instructions, forms, terms and specifications in the bid documents and fully self-appraise / understand all the conditions and matters, which may in any way affect the scope of work or the cost there of and furnish the same in the bid documents. Failure to furnish all required information in the bid documents or submission of a bid not furnishing with the required information in every respect, it will be at the bidder's risk and which may result in rejection of bid.

2.7.2. Clarifications on Bid Documents

a. The prospective bidder finds any discrepancies or omissions in the bid documents or is in doubt as to ascertain the true meaning of any clause / section / word / parameter, the bidder shall seek clarification on such issues to the BESCOM only in writing format or e-mail, using the BESCOM contact information in the NIT.

   The queries must be submitted in the following format only to be considered for clarification.

Sl. No.	Section No/ Clause No.	Page no	Description/ Reference/ Subject	Clarification Sought

b. BESCOM will issue the clarifications (including the query but without identifying the source of inquiry) on the Karnataka e-procurement portal (https://kppp.karnataka.gov.in). After the clarifications are issued the bidder may submit the bid but within the time and date as specified in the Notice Inviting Tender (NIT). All such clarifications shall form part of the bid documents and shall accompany the bidder's proposal. All requests shall be submitted not later than the date indicated in Section of NIT for any clarifications.

c. Verbal clarifications and information given by any BESCOM officer or employee shall not in any way be binding on the BESCOM.

2.7.3. Amendment of Bidding Document

a. At any time prior to the deadline for submission of Bids, BESCOM may for any reason whether on its own initiative or in response to clarification requested by a prospective bidder, modify / amend the bidding conditions by issue of an addendum/ corrigendum.

b. All the amendments / clarifications will be notified at the Karnataka e-procurement website. No separate communication in this regard shall be made with any bidder. It will be the responsibility of the bidder to regularly visit the website to keep themselves updated on such changes.
c. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
d. No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the BESCOM or any staff will be deemed as addendum/ corrigendum to the Tender document.
e. In order to afford prospective bidders reasonable time to take the amendment into account while preparing the bids the Employer may, at its discretion, extend the due date for submission of bids.
f. All amendments / clarifications shall be binding on bidders and the bidder shall give due consideration while preparation & submitting of the bids. Such amendments / clarifications invariably enclosed as a part of the bid.

2.8. Preparation of Bids

2.8.1. Language of Bid

The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the BESCOM, shall be written in the ***English Language*** only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English translation shall govern.

2.8.2. Local Conditions

It will be imperative on each Bidder to fully inform them self of all local conditions and factors and factors which may have any effect on the execution of the contract covered under these Documents and Specifications. BESCOM shall not entertain any request for clarifications from the Bidders, regarding such Local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the contract awarded under these Specification and Documents on account of Local conditions will be entertained by BESCOM. Neither any change in the Time schedule of the contract nor any financial adjustments arising thereof shall be permitted by BESCOM, which are based on the lack of such clear information or its effect on the Cost of the Works of the Bidder.

2.8.3. Preparation of Bid/ Proposal

Bidder shall submit only one Bid. If, Bidder submits more than one Bid, all such Bids shall be disqualified.

The Bid/ Proposal as well as all related correspondence exchanged by the Bidders and BESCOM shall be written in English Language, unless specified otherwise.

In preparing their Bid/ Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/ Proposal.

The Technical Bid/ Proposal shall not include any financial information. A technical Proposal containing financial information may be declared non responsive.

2.8.4. Financial bid/ proposal

Bidders are required to quote following components along with tax breakup for each component;

a. Cost for development of online web application
b. Monthly cost of provisioning & maintenance of server
c. Monthly cost of maintenance & updation of online web application

- The Financial Proposal shall be directly entered in the e-procurement portal. It shall list all costs associated with the Assignment/ Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional functional proposal shall be rejected summarily.

- Bidders are to Enter/Key-In the bid price directly in the e-Procurement portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ : ಆಇ 165 ವೆಚ್ಚ-- 12/2017 dated 21/3/2017. As per the circular only the price entered/keyed-in the e-procurement portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

- Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of e-procurement portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

- The firm price should only be quoted.

- The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

- The prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to the foreign exchange or any other variable.

- The prices offered should be inclusive of all the deliverables mentioned in Section 4: Scope of work.

2.8.5. Bid Price

The firms have to quote considering all parameters. Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

The quoted rate shall be inclusive of the following

i. The quoted cost shall be, inclusive of all applicable duties, taxes and levies paid as applicable on the last day of submission of bid.

ii. The price quoted shall inclusive of all applicable taxes such as income tax, GST etc. & all other including own arrangements for workshops, transport, travel and for accommodation to himself & their staff, photograph, videography, stationery charges and all other related expenses for completing the scope of work & terms and conditions included in the RFP.

The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

The Bidder shall quote only in **Indian National Rupees (INR).**

Detailed break up, covering all the Price Components of Unit Prices as well as Total Bid Price, as stipulated in the appropriate Price Schedules of Bid Proposal Sheet shall be furnished by the Bidder. This break up shall be entered separately in the following manner:

- The Price of the Works/services quoted Ex-Works/services as applicable, inclusive of all applicable Duties, Taxes and Levies paid.
- GST and any other Taxes and Duties which will be payable by BESCOM on the works/services, if this Contract is Awarded.

The Bidder's separation of Price Components will be solely for the purpose of facilitating the comparison of Bids by BESCOM, for Contract Price amendment due to Quantity variation and for on Account Payments (in case of Award) and shall not in any way limit BESCOM's rights.

2.8.6. Price Basis

The Price shall be quoted on **FIRM Price** basis inclusive of all applicable taxes and no price variation will be allowed.

2.8.7. Taxes and Duties

The prices quoted by the bidder shall be inclusive of all applicable taxes & duties. No separate claim on this behalf shall be entertained by BESCOM either during the contractual period or during the extended period if any.

The Successful Bidder is liable for all applicable taxes and duties etc. and to maintain adequate books and records in connection with contract and shall make them available for inspection and audit by BESCOM or any agency authorized by BESCOM during the terms of contract until expiry of the performance guarantee.

Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

The BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

Applicable taxes shall be borne by the bidder and not by BESCOM. **Further, the tax to be remitted directly by BESCOM to the tax authorities as per the guidelines from Government of India will be deducted from the payables to the Firm**.

As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

Any changes in the tax components/ structure shall be accommodated and adhered to by both parties as per the directions & directives mandated by Central/ State Government. In case there is any increase in the taxes the same shall be borne by the Successful bidder and if in case the taxes are reduced the Successful Bidder shall avail the benefit and pass on to BESCOM.

Before quoting, the Bidder shall ascertain from the concerned Tax Authorities, the applicability of GST etc. and include the same in the quoted Price. No separate Claim in this regard will be entertained by BESCOM, as it is the responsibility of the Bidder to pay all these Taxes.

2.8.8. Bid Security (EMD)

1. The bidder shall pay EMD of **Rs 2,33,000** (In words Rs. Two Lakhs and Thirty Three Thousand only). The Bid Security EMD shall be valid for 210 days.

2. The EMD shall be made through any one of the e-payment modes mentioned in the e- procurement portal of Government of Karnataka. (https://kppp.karnataka.gov.in/).

3. Permanent EMD holders are also necessary to furnish the EMD. Government/Quasi Government/Public Sector undertakings are not exempted from payment of EMD. The EMD shall be furnished along with the bids.
4. Bids received without accompanying the requisite EMD are liable for rejection.
5. Earnest money deposit will be returned/ refunded to the unsuccessful bidders as soon the tenders are finalized and EMD of the successful bidder will be returned after furnishing the Performance Guarantee by the successful Bidder. The EMD shall not carry any interest.
6. The eligible bidders who wish to participate in the tender should pay Non-refundable tender processing fee as specified in the e-procurement portal https://kppp.karnataka.gov.in/
7. The bidders have to pay the Registration Fee as specified in the e- procurement portal https://kppp.karnataka.gov.in/ who wish to participate in the tender.

2.8.9. Period of Validity of Bids:

Bids submitted by Bidders shall remain valid for acceptance for one hundred and eighty (180) calendar days after the date of opening of Technical Bids prescribed by the BESCOM. A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of the contract.

In exceptional circumstances, BESCOM may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including E- mail). In such an event the Bid Security provided shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of their Bid Security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

2.9. Submission of Bids

2.9.1. Format of Bids

a. The bids shall be uploaded in the e-procurement portal, on or before the last date and time of submission of bids. Bids not submitted through e-procurement portal and non-submission of EMD will be disqualified.
b. The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this document in general.
c. All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website https://kppp.karnataka.gov.in/

2.9.2. Tender processing Fee

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee as specified in the e- procurement portal https://kppp.karnataka.gov.in/ The bidder shall be familiar with the rules and regulations of the e-procurement portal. BESCOM shall not be held responsible for any disputes/ issues.

2.9.3. Last Date for Submission of Bids

a. Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notice Inviting Tender (NIT).
b. The BESCOM may, at their discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.9.4. Late Bids

Any Bid uploaded by Bidder after the Time and Date fixed or extended for submission of Bids prescribed by the BESCOM, will be rejected and not considered for evaluation.

2.10. Bid Opening and Evaluation

2.10.1. Opening of Bids

a. The e-procurement system allows the BESCOM to download and open the e-submitted bid files from bidders only after the time for opening the bids.

b. The bids will be opened as per the dates given in the e-procurement portal.

c. Bidder's representatives (up to 2 Persons) could choose to attend for opening of bids stipulated in the Notice Inviting Tender (NIT). In case any extension has been given thereto, Bidder's representatives (up to 2 Persons) can choose to attend on the extended Bid opening Date and Time. The Bidder's representatives who are present shall sign in a register evidencing their attendance.

d. No electronic recording devices will be permitted during bid opening.

e. The price bids of all the qualified technical responsive bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The price bids of the responsive bidders will be opened only after completion of successful Technical evaluation.
f. The submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

2.10.2. Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids, the BESCOM may, at their discretion, ask the Bidder for a clarification of their Bid. The request for clarification and the response shall be in writing and no change in the Price or Substance of the Bid shall be sought, Offered or permitted.

2.10.3. Preliminary Examination:

a. The BESCOM will examine the Bids to determine whether they are complete, whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order.

b. The bids shall be examined to determine whether:
   i. They are complete and all supporting documents and annexure are filled;
   ii. The documents have been properly signed.
   iii. BESCOM shall have the authority to waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.11. Negotiations

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The BESCOM may go for any price negotiations with the firms.

2.12. Bid Evaluation

The evaluation process of the RFP, proposed to be adopted by the BESCOM is indicated under this clause.

2.12.1. Technical Evaluation:

First the Qualification Requirement as per clause 2.4 will be evaluated. Documents and required forms uploaded by the bidders as part of the Qualification criteria will be opened and evaluated for compliance in this stage of evaluation. Only those bidders who qualify the Qualification requirements will be eligible for Technical Evaluation. Those bidders who do not meet the Qualification criteria will not be considered for Technical Evaluation.

2.12.2. Evaluation of Financial Bid

The method of selection is LCS- Least Cost Selection.

2.12.3. Bids under consideration

Bids shall be deemed to be under consideration immediately after opening of Technical and price Bid and until such time official intimation of Award/rejection is made by BESCOM to the Bidders. While the Bids are under consideration, Bidders and/or their Representatives or other interested Parties are advised to refrain from contacting by any means, BESCOM and/or their Employees/ Representatives on the matters related to the Bids under consideration.

2.12.4. No Commitment to Accept Lowest or Any Tender

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.13. Award of Contract

2.13.1. Award Criteria

BESCOM will Award the Contract to the Successful Bidder whose Bid has been determined to be substantially Responsive and has been determined as the Lowest Evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The BESCOM shall be the sole judge in this regard.

Notwithstanding the above, if it is found that the performance Vis – a - Vis works awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

2.14. BESCOM's Right To Accept Any Bid and To Reject Any or All Bids

The BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BESCOM's action.

2.15. Notification of Award

Prior to the expiration of the period of Bid Validity / extended Validity Period, if any, the BESCOM will notify the Successful Bidder in writing that their Bid has been accepted.

The “Notification of Award/ Letter of Intent” shall constitute the formation of the Contract.

BESCOM will promptly notify each unsuccessful Bidder and will discharge respective Bid Security.

2.16. Signing of Contract

The BESCOM notifies the successful Bidder that their Bid has been accepted.

The Successful Bidder must enter into a Contract Agreement with BESCOM on Non-Judicial Stamp Paper of value Rs. 500/- within 15 days of issuing of the LoI (Letter of Intent).

The Successful Bidder shall observe all the formalities stipulated in the LOI within the stipulated period. In the event of the successful bidder failing to deposit such security within the prescribed date, the Earnest Money Deposit shall be forfeited and BESCOM shall have full discretion to cancel the LoI/Purchase Order.

2.17. Contract Performance Guarantee

The Successful Bidder shall, within fifteen (15) days of issuing of LoI (Letter of Intent), provide a performance security in form of Performance Bank Guarantee (PBG) as per the BESCOM’s Format and issued by a Public Sector Nationalized Bank/Scheduled Commercial Bank for the due performance of the successful Bidder

The PBG amount is equivalent to Ten percent (10%) of the total Price of the Work Award, with validity up to ninety (90) days beyond the Completion period.

The Contract Performance Guarantee is intended to secure the performance of the entire Contract in accordance with the terms and conditions specified in these documents and specifications. The Performance Guarantee will be discharged without any interest at the end of Guarantee Period.

Failure of the successful Bidder to submit PBG as explained above shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event BESCOM may blacklist the successful bidder.

SECTION 3: General Terms & Conditions of Contract

3.1. Definition of Terms

'The Contract' means the Agreement entered into between BESCOM and Firm as per the Contract Agreement signed by the Parties including all attachments, there to and all Documents incorporated by reference therein.

'BESCOM' shall mean the Bangalore Electric Supply Company, Limited (BESCOM) and shall include their Legal Representatives, Successors and Assigns.

'Firm' shall mean the Bidder, whose Bid will be accepted by BESCOM for the Award of the Works and shall include such successful Bidder's Legal Representatives, Successors and Permitted Assigns.

'Bidder' shall mean an individual bidder.

'Agency' shall mean an individual bidder.

'Engineer' shall mean the Officer appointed in writing by BESCOM to act as Engineer from time to time for the purposes of the Contract.

'Consulting Engineer' shall mean any Firm or Persons duly appointed as such from time to time by BESCOM.

'Works' shall mean and include services in the Scope of the Firm and extending all Services, as per the Specifications.

'Specifications' shall mean the Specifications and Bidding Document forming a Part of the Contract and such other Schedules and Drawings as may be mutually agreed upon.

The term **'Contract Price'** shall mean the Lump Sum Price comprised of Unit Price quoted by the Firm in their Bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire Scope of the Works.

'Firm's Works', shall mean the place of Work used by the Firm, their Collaborators/ Associate or Sub-Contractors for the Performance of the Contract.

'Notice of Award of Contract'/'Letter of Intent' shall mean the Official Notice issued by BESCOM notifying the Firm that their Bid has been accepted.

'Date of Contract' shall mean the date on which Award of Contract has been issued.

'Day' or 'Days' unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each. **'A Week'** shall mean continuous period of Seven (7) Days.

'Writing' shall include any communication through e-mail, letter issued on letter head, under or over Signature and/or Seal, as the case may be.

When the words **'Approved'**, Subject to **Approval'**, **Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', Where Directed', 'When Directed', 'Determined by,**

'**Accepted**', '**Permitted**', or Words and Phrases of like importance are used, the Approval, Judgment, Direction etc. is understood to be a function of BESCOM/Engineer.

The term '**Final Acceptance/Taking Over**' shall mean BESCOM's written acceptance of the Works performed under the Contract, after successful Commissioning/ Completion of Performance as specified in the accompanying bid documents or otherwise agreed in the Contract.

Words imparting the Singular only shall also include the Plural and vice-versa where the Context so requires.

Words imparting '**Persons**' shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

"**Bidding Documents**": Means Information & Instructions, General Conditions of Contract, Technical Requirements.

The Term **'Services'** means Services Ancillary works covered under Scope of Work and other such obligation of the Firm covered under the Contract.

3.1.1 Application:

These General Conditions shall apply to the extent that they are not superseded by Provisions in other Parts of the Contract.

3.1.2 Contract Documents

The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

A. Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other Documents.

B. Specifications of the work under the Contract as brought out in the accompanying SCOPE OF WORK.

C. Firm's Bid Proposal and the Documents attached thereto including the Letters of Clarifications thereto between the Firm and BESCOM prior to the Award of Contract except to the extent of repugnancy.

D. All the Literature, Data and Information of any sort given by the Firm along with their Bid, subject to the approval of BESCOM.

E. Letter of Award and any agreed variations of the Conditions of the Documents if any.

In the event of any conflict between the above mentioned Documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the Parties.

All the relevant Information/ Material furnished by the Firm such as Specifications, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of BESCOM and BESCOM will have full rights to use the same elsewhere.

3.1.3 Use of Contract Documents and Information

The Firm shall not, without the BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any information furnished by or on behalf of the BESCOM in connection therewith, to any Persons other than a Person employed by the Firm in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

The Firm shall not, without the BESCOM's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

The Firm shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the BESCOM.

Any Document, other than the Contract itself, enumerated in various Contract Documents, shall remain the property of the BESCOM and shall be returned (in all copies) to the BESCOM on Completion of the Firm's Performance under the Contract, if so required by the BESCOM.

3.1.4 Confidentiality

The Bidder and their Personnel shall not disclose any proprietary or confidential information relating to the operations, the services or business of BESCOM without the prior written consent of BESCOM. The technical information, specifications and other related data and documents forming part of the “Contract” are property of BESCOM and shall not be used for any other purpose, except for execution of the Contract.

Successful Bidder must execute Non-Disclosure Agreement on stamp paper of Rs. 500/- with BESCOM and submit it along with Contract agreement.

3.1.5 Law Governing of Contract

The Contract shall in all respects be constructed and governed according to Indian Laws. The Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract.

3.1.6 Manner of Execution of Contract

The Contract, unless otherwise agreed to, shall be signed within 15 days of the notification of the Letter of Award, at the Office of BESCOM at Bangalore, on a date and time to be mutually agreed to. The Firm shall provide for signing of the Contract, Performance Guarantee in Four Copies, appropriate Power of Attorney and other requisite Materials. In case the Contract is to be signed beyond the stipulated time, the Bid Security submitted with the proposal shall be extended accordingly.

The Agreement shall be signed in Duplicate and the Firm shall be provided with one signed copy and BESCOM will retain the Original.

3.1.7 Enforcement of terms

The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be constructed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have under the Contract

3.1.8 Completion of Contract

Unless otherwise terminated under the provisions of any other relevant Clause, this Contract shall be deemed to have been completed on the expiry of the Contract Period. BESCOM shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted.

3.2. Guarantees & Liabilities

3.2.1. Time - the essence of Contract

The Time and the Date of Completion of the Contract as stipulated in the Contract by the BESCOM without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Firm shall so organize their resources and perform their Work as to complete it not later than the date agreed to.

During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made to ensure proper progress without any Cost implication to BESCOM. BESCOM reserves the right to request for change in the work schedule.

The successful bidder shall complete the work as detailed in the scope of the work. However, consequent to delay in execution of works attributable to the BESCOM, the Bidder shall not be held responsible for the same.

3.2.2. Effectiveness of Contract:

The Contract shall be considered as having come into force from the date of the issuance of Work Award unless otherwise provided in the Notification of Award.

3.2.3. Liquidated Damages

Liquidated damages would be imposed @0.5% per week or part thereof or the delay in delivery as may be attributed to the Successful Bidder for each payment milestone as defined in the contract, subject to a maximum of 10% of the total contract value. Recoveries through such Liquidated Damages are to be without any prejudice to the other remedies as available to Employer under the terms of the contract in addition to the penalty.

Liquidated Damages for not meeting Performance Guarantees shall be assessed and recovered from the Firm. Such Liquidated Damages shall be without any limitation whatsoever and shall be in addition to Damages, if any, payable under any other Clause of Condition of Contract. BESCOM shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by you.

3.2.4. Penalty

a. Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to Liquidated Damages. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.

b. Penalty will be applicable for no performance of any or all the services (Milestone/Deliverables) within the period specified in the contract, BECOM may without prejudice to all its other remedies under the contract, impose penalty of 0.5% per week subjected to maximum 10% value of Milestone.

c. The cumulative total amount of penalty under this head shall be subject to a maximum of ten percentage (10%) of the consolidated cost quoted the bidder. Then the BESCOM shall have a very right to terminate the contract without any liability if its crosses 10% and en-cash the Bank guarantee.

3.2.5. Guarantee

The Firm shall warrant that the work / deliverable executed by them will be in accordance with the Contract Documents and are free from any errors / defects.

In the event of any error / defect occurring or identified by BESCOM for any deliverable, BESCOM shall notify the firm for rectification of the same within the contract validity period.

3.2.6. Taxes, Permits & Licenses

The Firm shall be liable and pay Taxes, Duties, and Levies, lawfully assessed against BESCOM or the Firm in pursuance of the Contract. In addition, the Firm shall be responsible for Payment of all Indian Duties, Levies and Taxes lawfully assessed against the Firm for their Personal Income and Property.

3.2.7. Patent Right and Royalties:

Royalties and Fees for Patents covering Articles, Intellectual property or Processes used in the Works shall be deemed to have been included in the Contract Price. The Firm shall satisfy, all demands that may be made at any time for such Royalties or Fees and they alone shall be liable for any Damages or Claims for Patent infringements and shall keep the BESCOM indemnified in that regard.

The Firm shall, at their own Cost and expense, defend all Suits or Proceedings that may be instituted for alleged infringement of any Patents involved in the Works and, in case of an Award of Damages, the Firm shall pay for such Award. In the event of any Suit or other Proceedings instituted against the BESCOM, the same shall be defended at the Cost and expense of Firm who shall also satisfy/comply with any Decree, Order or Award made against the BESCOM. Final Payment to the Firm by the BESCOM will not be made while any such Suit or Claim remains unsettled.

3.2.8. Defense of Suits

If any action in Court is brought against BESCOM or Engineer or an Officer or Agent of BESCOM, for the failure, omission or neglect on the part of the Firm to perform any Acts, Matters, Covenants or things under the Contract, or for Damage or injury caused by the alleged omission or negligence on the part of the Firm, their Agents, Representatives or their Sub-Firms, or in connection with any Claim based on lawful demands of Sub-Contractors, Workmen, Suppliers or Employees, the Firm shall in all such cases indemnify and keep BESCOM, and the Engineer and/or their Representative, harmless from all losses, Damages, expenses or Decrees arising of such action.

3.2.9. Limitation of Liabilities

The Bidder shall be liable to BESCOM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to BESCOM on account of deficiency in Services or any other Deliverables on the part of Bidder or its agents or any person / persons claiming through. However, such liability of Bidder under this Agreement shall not exceed **100%** of the Total Value of the Project.

Except as otherwise provided herein, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost savings, death, IP infringement) nor for any third party claims, even if it has been advised of their possible existence.

This limitation of liability provided in this Clause shall not limit the Bidders liability for the indemnity obligations as agreed in this Agreement.

3.2.10. Engineer's Decision

In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the Certificates, the Engineer shall, if required to do so by the Firm, give in writing a decision thereon.

If, in the opinion of the Firm, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Firm may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Engineer as rendered shall be promptly observed.

3.2.11. Power to Vary or Omit Work:

No Alterations, Amendments, Omissions, Suspensions or Variations of the Works (hereinafter referred to as 'Variation') under the Contract as detailed in the Contract Documents, shall be made by the Firm except as directed in writing by the BESCOM, but the BESCOM shall have full powers, subject to the provisions hereinafter contained, from time to time, during the execution of the Contract, to issue Notice in writing to instruct the Firm to make such Variation without prejudice to the Contract. The Firm shall carry out such Variation and be bound by the same conditions as far as applicable as though the said Variations occurred in the Contract Documents. If any suggested Variations would, in the opinion of the Firm, if carried out, prevent them from fulfilling any of their obligations or Guarantees under the Contract, they shall

notify the BESCOM thereof in writing and the BESCOM shall decide forthwith whether or not, the same shall be carried out and if the BESCOM confirms their instructions, the Firm's obligations and Guarantees shall be modified to such an extent as may be mutually agreed to. Any agreed difference in Cost occasioned by any such variation shall be added to or reduced from the Contract Price as the case may be.

In the event of BESCOM requiring any Variation, a reasonable and proper Notice shall be given to the Firm to enable them to Work their arrangement accordingly.

In any case in which the Firm has received instructions from the BESCOM as to the requirement of carrying out the Alterations or Additions or Substitute which either then or later on, will, in the opinion of the Firm, involve a Claim for additional Payment, the Firm shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the BESCOM to that effect. But the BESCOM shall not become liable for the Payment of any charges in respect of any such Variations, unless the instructions for the Performance of the same shall be confirmed in writing by the Engineer.

If any variation in the Works results in reduction of Contract Price, the Parties shall agree, in writing, as to the extent of any change in the Price, before the Firm proceeds with the Change.

In all the above cases, in the event of a disagreement as to the reasonableness of the said Sum, the decision of the Engineer shall prevail.

Notwithstanding anything stated above in this Clause, the Engineer shall have the full power to instruct the Firm, in writing, during the execution of the Contract to vary the Quantities of the items or groups of items in accordance with the provision of Clause Change of Quantity below. The Firm shall carry out such Variations and be bound by the same conditions as though the said Variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the Prices provided for the Original Quantities in the Contract.

3.2.12. Change of Quantity

During the execution of the Contract, BESCOM reserves the right to increase or decrease the Quantities of resource/any other items under the Contract but without any change in unit Price or other Terms and Conditions. Such Variations, unless otherwise specified in the accompanying Bid document and or Technical Specifications, shall not be subjected to any limitations for the individual items but the total Variation in all such items under the Contract shall be limited to a percentage of the Contract Price. BESCOM reserves the right to increase or decrease the ordered quantity by 25% of the Value of the Contract during the contract period. The firm shall provide the services of resources, if ordered, at the same agreed rates for respective categories as per contract.

The Contract Price shall accordingly be adjusted based on the Unit Rates available in the Contract for the change in Quantities as above. The base Unit Rates, as identified in the Contract shall however remain constant during the currency of the Contract.

3.2.13. Co-Operation with other Contractors and Consulting Engineers

The Firm shall agree to cooperate with BESCOM's other Contractors and Consulting Engineers and freely exchange with them such Technical information as is necessary to obtain the most efficient and economical Design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with of all correspondence addressed by the Firm to other Contractors and Consulting Engineers of BESCOM in respect of such exchange of Technical information.

3.2.14. No Waiver of Rights

Neither the inspection by BESCOM or the Engineer or any of their Officials, Employees, or Agents, nor any Order by BESCOM or the Engineer for Payment of money or any Payment for or acceptance of the whole or any part of the Works by BESCOM or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to BESCOM or any right to Damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

3.2.15. Certificate not to affect right of BESCOM and liability of Firm

No interim Payment Certificate of the Engineer, nor any Sum paid on account by BESCOM, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of BESCOM against the Firm or relieve the Firm of their obligation for the due Performance of the Contract, or be interpreted as approval of the Works done or of the Equipment furnished and no Certificate shall create liability for BESCOM to pay for alterations, amendments, variations or additional Works not Ordered, in writing, by the Engineer or discharge the liability of the Firm for the Payment of Damages whether due, ascertained, or certified or not or any Sum against the Payment of which they are bound to indemnify BESCOM, nor shall any such Certificate nor the acceptance by them of any Sum paid on account or otherwise affect or prejudice the rights of BESCOM against the Firm.

3.2.16. Manpower skills:

a. Successful Bidder will ensure to deploy qualified competent resources to carry out the work as specified in this Contract.

b. Successful Bidder will also ensure the quality of work and data by deploying different qualified skilled resources requirement to the utmost level, whereby ensuring the adherence to the data quality specification, coordinates & attributes.

c. CV's of manpower deployed to each category of resource should be submitted.

3.3. Work Program

3.3.1. Successful Bidder's Organization

The Successful Bidder shall supply to the BESCOM a chart showing the proposed organization to be established by the successful Bidder for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within fifteen (15) days from the date of issue of Letter of Intent.

The Successful Bidder shall promptly inform BESCOM in writing of any revision or alteration of such an organization chart.

3.3.2. Program of Performance

Within fifteen (15) days after the date of signing the Contract Agreement, the Successful Bidder shall prepare and submit to the BESCOM a detailed program of performance of the Contract, to achieve Completion of the Facilities in accordance with the Contract.

3.3.3. Progress Reports:

The Successful Bidder shall submit progress report to the BESCOM. The progress report shall be both in Hard / Soft Copy acceptable to the Employer and shall indicate:

a. Percentage completion achieved compared with the planned percentage completion for each activity; and

b. Where any activity is behind the program, giving comments and likely consequences stating the corrective action being taken.

3.4. Contract Security and Payments

3.4.1. Contract Performance Guarantee/ Guarantee

As mentioned in clause 2.17 of Contract Performance Guarantee, the Successful Bidder to whom Contract is awarded, shall furnish Contract Performance Guarantee for Providing services for BESCOM within Fifteen (15) days of BESCOM's Notification of Award of Contract.

3.4.2. Contract Price

The quoted prices shall remain fixed during the contract period and shall not vary on account of change in number of man power resources.

3.4.3. Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the BESCOM as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a. Natural Phenomena, including but not limited to Floods, Droughts, Earthquakes and Epidemics.

b. Acts of any Government, domestic or foreign, including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes,

Provided either Party shall, within 7 (Seven) days from the occurrence of such a cause, notify the other in writing of such causes.

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 (Three) months during the Term of the Contract, the Contract shall be terminated at the discretion of the BESCOM and neither Party shall be liable to the other for any consequences arising on account of such termination.

The decision of the BESCOM with regard to the occurrence, continuation, period or extent of Force majeure shall be final and binding on the Firm.

3.4.4. Bankruptcy

If the Successful Bidder shall become bankrupt or otherwise insolvent or have a receiving Order made against them or compound with their Creditors, or being a Corporation, commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation/ reconstruction, or carry on its business under a

receiver for the benefit of its Creditors or any of them, the BESCOM will be at liberty:

a) To terminate the Contract forthwith by Notice in writing to the Liquidator or Receiver or to any Persons in whom the Contract may become vested and to act in the manner Provide in Clause 3.4.5 - Merger & Acquisition.

   In case of merger, acquisition or divestiture of the Firm, the acquiring company shall be bound by the terms & conditions of this Contract for a period of at least FIVE (5) years from the date of award of the Contract, at no additional cost to the BESCOM. Additionally, the acquiring company shall continue to related services during the time period as mentioned in the Contract.

   When the Firm is a partnership firm, the prior approval in writing from the BESCOM shall be obtained before any changes are made in the constitution of the firm. Such approval as aforesaid shall likewise be obtained before such Firm enters into any agreement with other Parties, where under the reconstituted firm would have the right to carry out the Project hereby undertaken by the Firm. In either case, if prior approval is not obtained, the Agreement shall be deemed to have been allotted in contravention of this Contract and the action and consequence shall ensure as provided.

   Suspension of Work below infra titled ' Successful Bidder's Default Liabilities', as though the last mentioned Notice has been the Notice referred to in such Clause and the Works have been taken out of the Firm's hands;

b) To give such Liquidator, Receiver, or other Persons the option of carrying out the Contract subject to their providing a Guarantee, for the due and faithful Performance of the Contract, up to an amount, to be determined by the BESCOM.

3.4.5. Merger & Acquisition

In case of merger, acquisition or divestiture of the Firm, the acquiring company shall be bound by the terms & conditions of this Contract for a period of at least FIVE (5) years from the date of award of the Contract, at no additional cost to the BESCOM. Additionally, the acquiring company shall continue to related services during the time period as mentioned in the Contract.

When the Firm is a partnership firm, the prior approval in writing from the BESCOM shall be obtained before any changes are made in the constitution of the firm. Such approval as aforesaid shall likewise be obtained before such Firm enters into any agreement with other Parties, where under the reconstituted firm would have the right to carry out the Project hereby undertaken by the Firm. In either case, if prior approval is not obtained, the Agreement shall be deemed to have been allotted in contravention of this Contract and the action and consequence shall ensure as provided.

3.4.6. Suspension of Work

The BESCOM reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the BESCOM to the Successful Bidder in writing. The time for Completion of the Works will be extended for a period equal to duration of the suspension.

Any necessary demonstrable cost incurred by the firm as a result of such suspension of the works will be paid by the BESCOM, provided such costs are substantiated to the satisfaction of BESCOM.

The BESCOM shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Successful Bidder.

The successful Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid.

3.5. Successful Bidder's Default

If the Successful Bidder neglect to execute the Works with due diligence and expediency or shall refuse or neglect to comply with any reasonable Order given to them, in writing by the BESCOM in connection with the Works or shall contravene the provisions of the Contract, the BESCOM may give Notice in writing to the Firm to make good the failure neglect or contravention complained of. Should the Successful Bidder fail to comply with the Notice within thirty (30) days from the date of serving the Notice, then and in such case the BESCOM shall be at liberty to employ other Workmen and forthwith execute such part of the Works as the Successful Bidder may have neglected to do or if the BESCOM shall think fit, without prejudice to any other right they may have under the Contract to take the Work wholly or in part out of the Successful Bidder's hands and re-Contract with any other Persons or Persons to complete the Works or any part thereof and in that event the BESCOM shall have free use of all Successful Bidder's works that may have been at the time in connection with the Works without being responsible to the Successful Bidder for fair wear and tear thereof and to the exclusion of any right of the Firm over the same, and the BESCOM shall be entitled to retain and apply balance which may otherwise be due on the Contract by them to the Successful Bidder, or such part of the Works or of completing the Works as the case may be.

If the Cost of completing the Works or executing a part there of as aforesaid shall exceed the balance due to the Successful Bidder, the Successful Bidder shall pay such excess amount. Such Payment of excess amount shall be independent of the Liquidated Damages for delay, which the Successful Bidder shall have to pay if the Completion of Works is delayed.

In addition, such action by the BESCOM as aforesaid shall not relieve the Successful Bidder of their liability to pay Liquidated Damages for delay in Completion of Works.

Such action by the BESCOM as aforesaid the termination of the Contract under this Clause shall not entitle the Successful Bidder to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract.

3.6. Termination of Contract

a. BESCOM, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the successful Bidder, may terminate the contract in whole or in part:

   i. If the successful Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by BESCOM as per agreed terms & conditions with the Vendor

      Or

   ii. If the successful Bidder fails to perform any other obligation(s) under the contract

      Or

   iii. If the successful Bidder, in the judgment of BESCOM has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

b. BESCOM may at any time terminate the Contract, if the Successful Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BESCOM.

c. BESCOM can conduct surprise visits to the site to inspect the work of the audit vendor. If the service of the vendor is found unsatisfactory, then the contract can be terminated.

In case of termination of the contract BESCOM would:

- Retain such amounts from the payment due and payable by BESCOM to the successful Bidder of overall contract value as may be required to offset any losses caused to BESCOM as a result of such event of default and the successful Bidder shall compensate BESCOM for any such loss, damages or other costs, incurred by BESCOM in this regard.
- Nothing herein shall effect the continued obligation of the successful Bidder to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the successful Bidder may have resulted from such default and pursue such other rights and/or remedies that may be available to BESCOM under law.

3.6.1. Termination for Convenience

i. BESCOM, may by written notice sent to the firm, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BESCOM's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

ii. The services that are completed and ready for final reporting within thirty (30) days after the firm's receipt of notice of termination shall be accepted by BESCOM at contract terms and prices. For the remaining services, BESCOM may elect,

a) To have any portion completed and delivered at contract terms and prices and/or.
b) To cancel the remainder and pay to the firm an agreed amount for partially completed services.

3.7. Grafts and Commissions etc.

Any Graft, Commission, Gift or advantage given, promised or Offered by or on behalf of the Firm or their Partner, Agent, Officers, Director, Employee or Servant or any one on their or their behalf in relation to the obtaining or to the execution of this or any other Contract with BESCOM, shall in addition to any Criminal liability which it may incur subject the Firm to the cancellation of this and all other Contracts and also to Payment of any loss or Damage to BESCOM resulting from any cancellation. BESCOM shall then be entitled to deduct the amount so payable from any money otherwise due to Firm, under the Contract.

3.8. Indemnity

The Bidder shall keep BESCOM and its officers, servants and agents indemnified from and against all suits, proceedings, actions, demands, losses, claims, damages, compensation, litigation etc. including attorney's fees and damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including BESCOM) attributable to the Bidder's or any of its sub-contractors' performance or non-performance under this Agreement or Bidder's or any of its sub-contractors" gross negligence, wilful default, lack of due care or breach of terms of this Agreement or failure to comply with Applicable Laws.

3.9. Non-Disclosure Agreement

i. The firm shall execute a non-disclosure agreement (NDA) with BESCOM in the prescribed format to protect the confidentiality/ privacy of the data.

ii. The firm shall not disclose/redistribute/resale any confidential information received by BESCOM to any third parties.

iii. The firm shall immediately return all the Confidential Information provided by BESCOM (hereunder all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture based on) in whatever form of storage or retrieval upon the completion or termination of the contract.

iv. The firm shall not publish any article or whatsoever in any form on the data or work carried out without prior consent from BESCOM.

3.10. Resolution of Disputes

3.10.1. Settlement of disputes:

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

If any dispute or difference of any kind whatsoever shall arise between the BESCOM and the Successful Bidder, arising out of the Contract for the Performance of the Works whether during the progress of the Works or after its Completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the BESCOM, who, within a period of thirty, (30) days after being requested by either Party to do so, shall give written Notice of their decision to the BESCOM and the Successful Bidder.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the Completion of the Works and shall forthwith be given effect to by the Firm who shall proceed with the Works with all due diligence.

During settlement of disputes and Court Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

3.10.2. Settlement of Disputes:

a. A Party claiming that a Dispute has arisen under this Agreement must give the other Party a written notice of the particulars of the Dispute.

b. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

c. If the party fails to resolve such a dispute or difference by mutual consultancy within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) and Subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed).

d. The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language.

e. The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally.

f. During the settlement of disputes and Arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

g. The courts of Bangalore only shall have the jurisdiction.

SECTION 4: SCOPE OF WORK

Scope of Work for the firm:

The Karnataka State has 05 state owned Electricity Supply Companies (ESCOMs) viz. BESCOM, HESCOM, GESCOM, MESCOM & CESC. All the ESCOMs are implementing solar rooftop projects (SRTPV) in their jurisdiction as per the regulations and orders of the Karnataka Electricity Regulatory Commission (KERC).

BESCOM has developed online web applications for all ESCOMs for facilitating online Consumer applications for installation of solar rooftop plants, executing online Power Purchase Agreements, and application processing till the commissioning of the SRTPV applications. At present all the ESCOMs have different web applications and these applications are hosted in the respective servers provisioned by respective ESCOMs. At present all the online web applications are maintained by BESCOM, however, the servers are maintained by respective ESCOMs.

The portal links of ESCOMs are as tabulated;

Sl. No.	Name of the ESCOM	Portal link
1	BESCOM	https://srtpv.bescom.org/SRTPV/
2	GESCOM	https://gescomsrtpv.in/SRTPV/
3	HESCOM	https://srtpv.hescom.co.in/SRTPV/
4	CESC	https://srtpv.cescmysore.org/CESCSRTPV/
5	MESCOM	https://srtpv.mesco.in/SRTPV/

Now it is proposed to create an online web application common for all ESCOMs and host the application in common server. The scope of the work broadly involves the following;

I. Development of online web application common for all ESCOMs.

II. Integration of web application with other online applications

III. Provisioning and maintenance of server for hosting the application.

IV. Maintenance & updation of web application for a period of 02 years.

4.1. Development of online web application common for all ESCOMs:

The ESCOMs are processing the solar rooftop applications majorly under following schemes;

- **Subsidy Scheme** – Applications registered under PM Surya Ghar Scheme.
- **Non-Subsidy Scheme /Own Investment Scheme** – Applications other than registered under subsidy scheme.

At present, the subsidy applications are registered in https://www.pmsuryaghar.gov.in/ and all Non-Subsidy applications in respective ESCOMs online portal.

The development of web application involves;

- Development of online platform for facilitating implementation of solar rooftop projects.
- Online processing of SRTPV applications from end to end i.e. from application registration to commissioning stage including online PPA. Providing login credentials to officers of ESCOMs.
- Payment gateway integration for facilitating online payments
- SMS gateway integration for sending SMS to Consumers & BESCOM officers at each stage of application processing.
- Integration with third party for providing digital e-stamping and e-sign services.
- Integration with PM Surya Ghar and other portals.
- Generation of reports as per the requirement from ESCOMs

a. ESCOM wise number of registered applications:

The ESCOM wise registered applications under subsidy and non-subsidy applications as at the end of Nov-2024 are as tabulated;

Sl. No.	Name of the ESCOM	Applications registered under Non-Subsidy Scheme	Applications registered under Subsidy Scheme
1	BESCOM	12365	161788
2	GESCOM	1255	60609
3	HESCOM	3454	150231
4	CESC	2945	97737
5	MESCOM	4296	91564
6	**Total**	**24315**	**561929**

b. Present work flow of the portal:

The following workflows are covered at present in the online portals of respective ESCOMs:

i. Own Investment (1KW to 150kW capacity applications) Simplified Workflow
ii. Own Investment Workflow (For more than 150kW capacity)
iii. PM-Surya Ghar Yojana (1KW to 150kW capacity applications) Simplified Workflow
iv. PM-Surya Ghar Yojana Workflow (For more than 150kW capacity)

The portal is developed in accordance with the KERC Regulations & Orders and guidelines & formats provided by BESCOM and involves the following stages:

Application Registration by Consumer Step

i. Two separate webpages are created in the portal for registration of application –
   - Own Investment Scheme
   - PM-Surya Ghar Yojana.

ii. RAPDRP / non-RAPDRP billing system API integration with SRTPV portal to fetch consumer details

iii. The consumer shall enter the Account ID / Connection ID of the installation and based on the Account ID; the following fields will be fetched from the respective billing system (RAPDRP / Non-RAPDRP).
   - RR Number
   - Name of the consumer
   - Address of the consumer
   - Subdivision code
   - Subdivision name
   - Sanctioned load / contract demand
   - Connection type (Single phase / three phase)
   - Tariff of the installation

   If the account ID is a 10-digit number, the RAPDRP billing system API is invoked, else non-RAPDRP billing system API is invoked.

iv. The following fields/attributes are captured for registration of application
   - Type of Grid connectivity
   - Comma separated list of other Account IDs in the same premise - Only in case of applications pertaining to multiple installations in the same premise
   - Comma separated list of common meter Account IDs - Applicable for Resident Welfare Associations and Group Housing Societies (GHS) under PM-Surya Ghar Yojana only.

v. Validations
    - All the fields are mandatory.
    - In case of applications registered for multiple account IDs, all the account IDs must belong to the same subdivision and Account IDs shall not repeat. the proposed solar capacity shall be less than combined sanctioned load of all account IDs.
    - The proposed solar capacity is limited to the sanctioned load/contract demand for all applications of more than 10kW. For domestic category installations upto 10kW of sanctioned load, solar proposed capacity of more than sanctioned but limited to 10kW is allowed subject to enhancement of load by the time of synchronization.
    - The proposed solar capacity shall be at least 1 kwp.
    - The minimum shadow free area in sq mtr must be at least 9.2903 times the proposed solar capacity.
    - Gross metering is allowed only for residential category Consumers.
    - The application registration is not allowed on an Account ID, if there is already application registered which is neither commissioned nor rejected.
    - Only—Residential consumers and Resident Welfare Associations / Group Housing Societies can register the applications (Tariff: LT-2A & HT4) under PM-Surya Ghar Yojana .

vi. Once all the details are entered by the applicant, One-Time Password (OTP) will be sent to the mobile number entered for verification. If the verification is successful, Details will be stored in the database and an application number will be generated and displayed to the applicant and the same will be sent as SMS to the applicant. SMS Gateway Integration has to be done for this purpose.

vii. The applicant will be redirected to the payment gateway for completion of the payment of necessary application fees. Payment Gateway Integration has to be done for this purpose.

viii. The application registration process is completed only after the payment success response is received from payment gateway.

ix. Given the application number, the consumer can complete the payment at a later stage in case if there is any failure in real-time.

x. SMS alert will be sent to the Consumer on registration of application and payment is completed.

xi. General Requirements:
    - Billdesk payment gateway kit provided for SRTPV online portal is being used for receiving payment of Application fee.
    - SMS gateway for BESCOM is used for OTP and alerts.

- The APIs provided by the RAPDRP and Non-RAPDRP billing systems are integrated to fetch the details of a given Account ID.

View Application

i. Applicant can view the complete process and download a copy of the application by visiting the webpage created for this purpose.
ii. Applicant is supposed to enter the application number and verified mobile number to view the details of an application.
iii. Applicant can export the details of application in the PDF format.

Officer login

i. The following officers of all ESCOMs are registered to login to the portal.
   - Corporate office – MD, D(T), D(F), CGM, GM, AGM, Manager, Helpdesk and Admin.
   - Authorized officer from KERC
   - CEs of all O&M zone
   - SEs of all O&M circles
   - EEs of all O&M divisions
   - EEs - MT rating of all zones
   - AEEs of all O&M subdivisions
   - AEEs - MT rating of all zones
   - AAOs of all O&M subdivisions

ii. The login is allowed for the listed official mobile numbers duly following OTP verification.

iii. The following details will be shown in the dashboard as per the level and drill down option is provided to drill the dashboard down the hierarchy (The data shown will be upto the end of previous day).
   - Number of Applications registered (Payment completed) and the corresponding total solar capacity
   - Number of Applications Feasibility completed and the corresponding total solar capacity
   - Number of Applications Rejected and the corresponding total solar capacity
   - Number of Applications commissioned & synchronized and the corresponding total solar capacity
   - Option is provided to export the details in the excel format.

iv. At the subdivision level, list of applications registered in the subdivision are displayed. On click of the application number, the user will be taken to application lifecycle page.

Technical Feasibility Step

- Not applicable to 1kw to 10kw domestic consumer simplified workflow.
- Technical feasibility is allowed only for the applications for which payment is completed.
- AEE of the concerned subdivision is allowed to submit the technical feasibility.
- The following attributes are captured during the technical feasibility stage:
  - Details about the Distribution Transformer to which the plant will be connected
  - In case of HT installations, details of 11 kV line

- Once the above details are entered, the concerned officer shall download the unsigned feasibility report, PDF will be downloaded with all the details entered. Once the unsigned feasibility report is downloaded, the form will be freezed from any updations.

- The officer shall sign on the PDF and upload the signed feasibility report (PDF file < 2 MB is allowed).

- Once the form is submitted, the details will be updated in the Database. If the application is submitted as Not feasible, the application cannot be processed further. Otherwise, further steps will be allowed for processing.

- SMS alert will be sent to the applicant based on the feasibility (Feasible / Not feasible) to submit the PPA within 7 days

- Once the feasibility is completed, the officers of BESCOM can download the following for the corresponding application.
  - Signed feasibility report
  - Draft PPA – Gross metering
  - Draft PPA – Net metering
  - PPA intimation letter.

- Once the feasibility is completed, the applicant can download the following for the corresponding application
  - Draft PPA – Gross metering
  - Draft PPA – Net metering
  - PPA intimation letter.

- The formats are as per the guidelines issued by BESCOM.

Power Purchase Agreement Step

- Not applicable to 1kw to 150kw simplified workflow.
- PPA is allowed only for the applications for which feasibility is completed.
- Officers are allowed to upload the PPA as per the delegation of powers stated below:

- For applications with proposed solar capacity <= 500 kwp – Assistant Executive Engineer (AEE) of the concerned subdivision
- For applications with proposed solar capacity > 500 kwp – Executive Engineer (EE) of the concerned division.

- The following attributes are captured during the PPA stage:
  - KERC determined tariff
  - PPA signed date
  - Signed PPA
  - Remarks

- For applications with proposed solar capacity <= 500 kwp, the PPA will be approved upon submission.

- For applications with proposed solar capacity > 500 kwp, the PPA will be submitted for approval to GM upon submission by EE.

- GM(DSM) in their login can either
  - Approve or Forward the PPA to KERC for approval OR
  - Send back the PPA citing the remarks. In this case, the concerned EE shall upload the PPA again.

- Officer from KERC in their login can either
  - Approve the PPA by uploading the approval letter (PDF < 2 MB)
  - Send back the PPA citing the remarks. In this case, the concerned EE shall upload the PPA again.

- Once the PPA is approved, SMS alert will be generated to the consumer that PPA is approved.

- Option is provided to concerned AEE and EE in the PPA page to reject the application (for the reasons like: applicant has not submitted the PPA within the stipulated time). Once the option is triggered, the application will be cancelled by recording the remarks and further processing is not allowed.
- Once the PPA is approved, the officers of BESCOM and applicant can download the following for the corresponding application.
  - Signed PPA
  - Work approval letter
  - The formats are as per the guidelines issued by BESCOM.

Work Completion Step

- Work completion report submission is allowed only for the applications for which PPA is approved.

- Only the applicant is allowed to submit the work completion report.

- The following details are captured during the work completion stage:

- Details about PV panels installed
- Details about Inverters installed
- Bi-directional Main meter, Check meter installed
- Earthing related information
- System Installer information

- The following validations are implemented:
  - Total capacity of the PV panels installed shall be less than or equal to sanctioned load at least 98% of the feasible capacity. Otherwise, the applicant is not allowed to submit the details.

- Once the details are submitted, OTP will be sent to the registered mobile number. The details will be updated in the database only after the OTP verification is completed.

- Once the work completion report is submitted, SMS alert will be generated to the concerned AEE/EE.

- Once the work completion report is submitted, the officers of BESCOM and applicant can download the work completion report in PDF for the corresponding application.

- The formats are as per the guidelines issued by BESCOM.

Synchronization / Commissioning

- Synchronization/commissioning is allowed only for the applications for which work completion report is submitted by the consumer.

- Officers are allowed to upload the Meter related information as per the delegation of powers stated below:
  - For applications with proposed solar capacity < 17.5 kwp – AEE of the concerned subdivision.
  - For applications with proposed solar capacity > 17.5 kwp and <500 kwp – AEE(MT) of the concerned zone.
  - For applications with proposed solar capacity > 500 kwp – EE(MT) of the concerned zone.

- Officers are allowed to upload the other information about the plant (only after the meter related details are submitted) as per the delegation of powers stated below:
  - For applications with proposed solar capacity <= 500 kwp – AEE of the concerned subdivision
  - For applications with proposed solar capacity > 500 kwp – EE of the concerned division.

- The following attributes related to meter are captured during this stage (the details submitted by the applicant during the work completion submission will be auto-populated):
    - Bi-directional Main meter installed
    - Bi-directional Check meter installed (Mandated only for plants with capacity > 17.5 kwp)
    - Existing meter installed in the premise
    - Details about PV panels installed
    - Details about Inverters installed

- The following validations are implemented:
    - Total capacity of the PV panels installed shall be at least 98% of the feasible capacity. Otherwise, the applicant is not allowed to submit the details.

- Once the synchronization details are submitted, the officers of BESCOM and applicant can download the following for the corresponding application.
    - Commissioning details entered in PDF
    - Synchronization certificate
    - The formats will be auto-generated as per the guidelines issued by BESCOM

Application Cancellation by applicant:

- In case if, the applicant wants to cancel/reject the application, Option is provided for the applicant to cancel the application (only if feasibility is not completed).

- OTP will be sent to the registered mobile number, and remarks/reason for cancellation will be captured to cancel the application. Upon verification of OTP, the application will be cancelled recording the reason.

Ticketing Support System

- Ticketing system is implemented for providing support.
- Subdivision/corporate office officers and helpdesk team can create tickets.
- A ticket has two states - 'In Progress' & 'Resolved' (Initially set to 'In Progress' state when created)
- Series of comments can be added to the ticket by subdivision or corporate users - status can be updated during each comment.
- PDF file can be attached to each comment.
- Links are provided in the corporate and subdivision dashboard of the portal to create a ticket, view pending tickets, view resolved tickets and search for a ticket.

Additional features in corporate dashboard

- Zone wise, Circle wise, Division Wise, and Sub Division Wise - Total Registered, Rejected, Feasibility, PPA, Work Completion, Commission & Synchronization step application details with download option in excel format.

- Own Investment and PM-Surya Ghar Yojana scheme wise - Total Registered, Rejected, Feasibility, PPA, Work Completion, Commission & Synchronization step application details with download option in excel format.
- Financial Year Wise - Total Registered, Rejected, Feasibility, PPA, Work Completion, Commission & Synchronization step application details with download option in excel format.

OTP based Verification/Validation Mechanism

One Time Password (OTP) based mobile number verification is performed for the actions performed by consumers and employees.

- For consumers, OTP is 6-digit numeric value and for officers, the OTP is an alpha-numeric string of length 6.
- OTP is valid for 15 minutes

Payment error handling and updation:

- In case if the payments are not settled in real-time (because of network issue/no response from bank etc.), such payment transactions will be queried for status, using the server-server API repeatedly every 2 hours (configured as a scheduled task in the server) and the status will be updated against the respective transaction and the status will be updated.

API Integration of National Portal for Rooftop Solar (PM-Surya Ghar Yojana) and BESCOM SRTPV Portal

- The objective of integrating the BESCOM SRTPV portal with National Portal is to smoothen the process of installation of rooftop solar for beneficiaries as well as for BESCOM SRTPV portal.
- National Portal for Rooftop Solar (PM-Surya Ghar Yojana) - An online portal with simplified procedure for residential consumers to have flexibility to get the rooftop solar plant installed through vendor of their choice empaneled by DISCOM.
- Development of API for sharing of BESCOM consumer data to MNRE National Portal for Rooftop Solar (PM-Surya Ghar Yojana). Data will be exchange between BESCOM Portal to MNRE National Portal (PM-Surya Ghar Yojana) must be in encrypted JSON format.
- National Portal for Solar Rooftop (NAPS) will publish required APIs for integration with each DISCOM.DISCOM will consume these APIs for two-way data communication.
- NAPS will receive status of each stage using APIs to monitor and manage data flows. The beneficiary will provide information in NAPS and, it should be reflected and updated in both portals. Similarly, if DISCOM want to process in their portal, it will

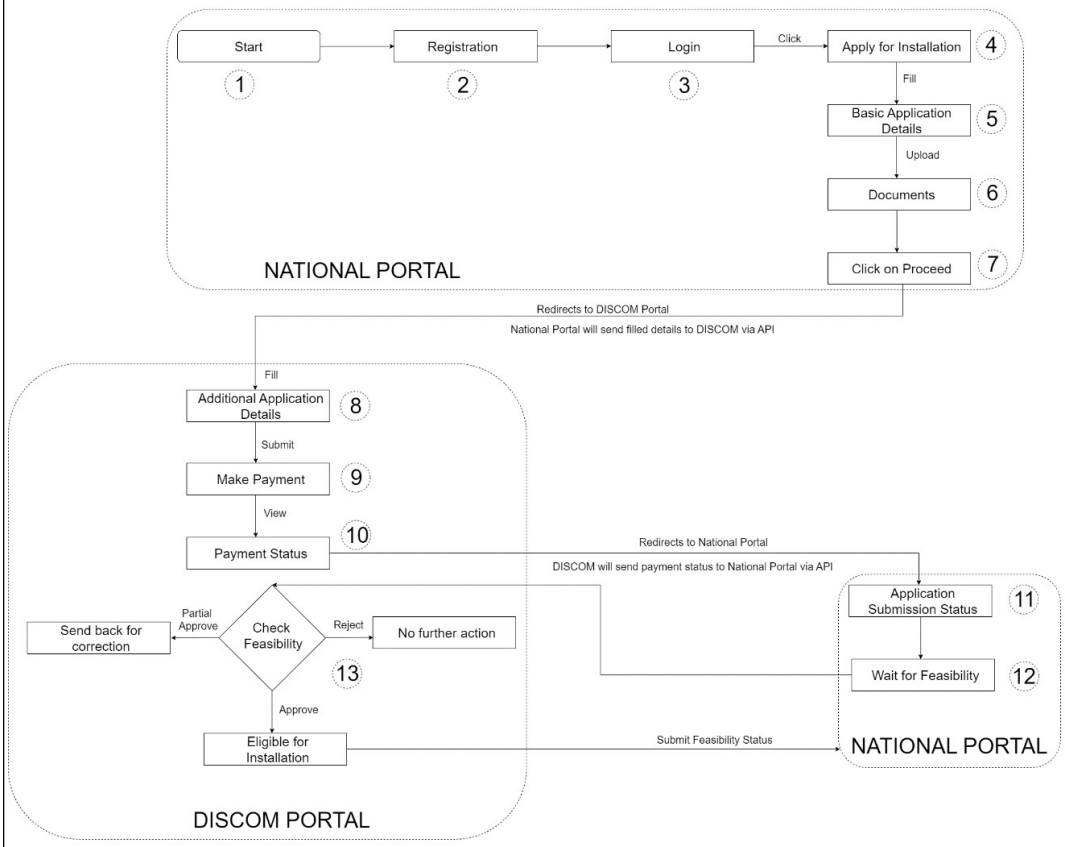
simultaneously be reflected in the National Portal. This integration will be a real-time integration.

Integration Process

Stage 1 – Apply for Installation and Feasibility

- Beneficiary will register and login on National Portal for Rooftop Solar followed by filling basic details in the application and click on Proceed button.

- On clicking Proceed button, Beneficiary will be redirected to DISCOM portal for entering additional information and payment (if any). At the time of redirecting, APIs will send registration details and basic filled information of beneficiary to DISCOM portal.
- DISCOM may check feasibility on their portal or on National Portal. After acting on feasibility by DISCOM, API will submit status of feasibility to National Portal.

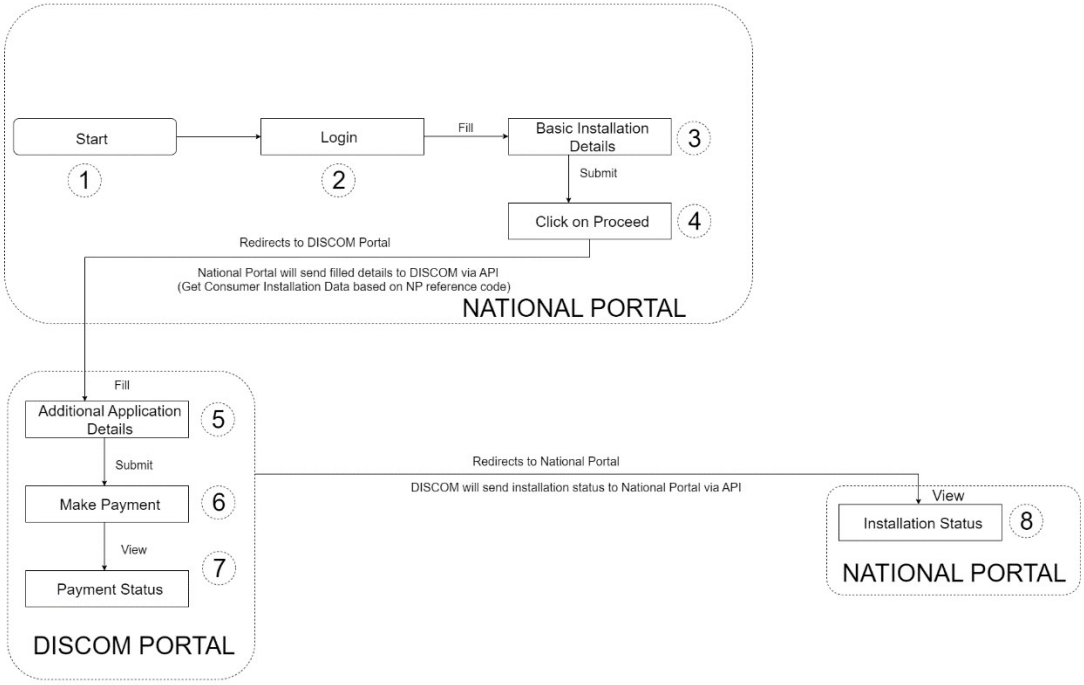


Stage 2 – Installation Report

- Beneficiary will login and enter the basic details of installation and click on Proceed button.

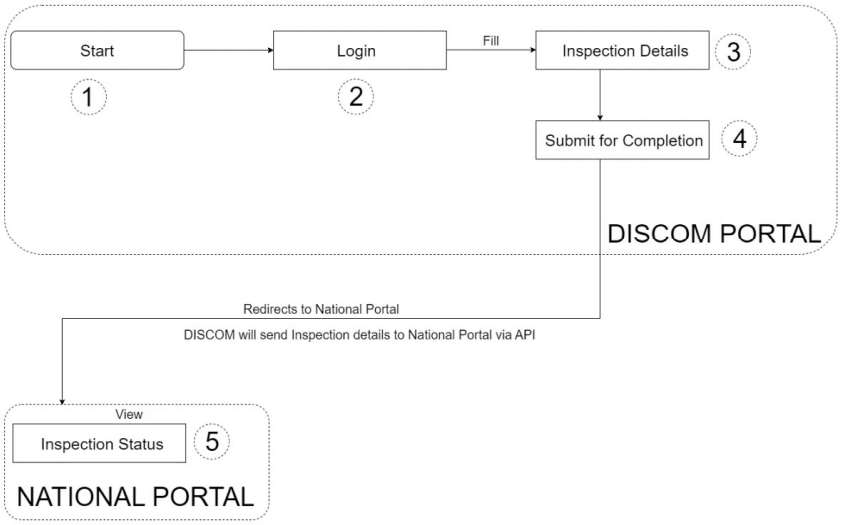
- On clicking Proceed button, Beneficiary will be redirected to DISCOM portal for entering additional information and payment (if any).

- DISCOM may enter the inspection details on their portal or on National Portal. Through use of API, DISCOM can submit status of Inspection to National Portal.



Stage 3 – Inspection Report

- DISCOM may login into their portal and upload inspection details and documents. After submission, API will fetch inspection status to National Portal for initiating CFA process.



eSign INTEGRATION for PPA (1kw to 150kw Domestic Consumer Simplified Workflow)

Integration of online portal for facilitating digital stamping and e-sign of Power purchase agreements.

This is the present work and need not be same for the common portal. BESCOM, at its discretion may change the work flow of the portal and the firm shall incorporate the same in the common portal.

4.1.1. Technical Standard compliance

i. The application shall comply with the international best coding practices

ii. Any plugins/extensions/technologies/third party applications used must be properly licensed and there must not be infringement/violation/breach of any of the copyrights.

4.1.2. Device Responsiveness

The application shall be responsive to various devices (desktops, laptops, Mobile phones, PDAs etc.) screen sizes and environments.

4.1.3. Language support

The content of application shall be maintained in English and Kannada languages. The content shall be proof-read prior to publishing on App to ensure correctness of grammar, spelling etc. Kannada content shall be in the Unicode encoding format. Equal emphasis shall be given to both Kannada and English languages. Kannada content shall not be in the form of image.

4.1.4. Use of Images and other media

The images and other media used in the application must be properly licensed and there must not be infringement/violation/breach of any of the Indian or International copyright laws. The images and other media shall be approved by authorized officer of BESCOM before publishing in the application. The image and other media shall be of high resolution and alternate text shall be displayed in case of failure of loading of media.

4.1.5. Use of Third Party Software

Any third-party library software used in client or server side must have valid licenses. If licenses are purchased, a copy of license must be submitted to BESCOM. If software is free, it must be free for commercial use as well.

There must not be infringement/violation/breach of any of the copyright laws for the third-party software used and bidder is responsible for infringement/violation/breach of any of the copyright laws.

4.1.6. Performance of the application

- Every page/activity/screen must be optimized for loading time, network data and other resources.
- Performance of each page/activity/screen shall be tested and share the reports to BESCOM for acceptance.
- The successful Bidder shall scale the hardware / software resources as per the usage such that there is no degradation of the performance over a period.

4.1.7. Safety and Security

The firm shall ensure the safety and security of application and database server(s) used for the purpose of operation of application as per the prevailing standards before hosting. Firm shall test the application for OWASP top 10 vulnerabilities and share compliance to BESCOM before acceptance.

Firm shall extend support during the cyber security audit activity by BESCOM and any observations shall be addressed/complied immediately.

4.1.8. Training:

a) The firm shall provide training to all the users of ESCOMs and energy dept. upon requirement.
b) The training will be imparted to ESCOM officers and employees at regular intervals as suggested by ESCOMs.
c) The firm shall provide training on the deployment of software to the personnel identified by BESCOM

4.2. Integration of web application with other online applications

The firm shall integrate common online web application with PM Surya Ghar portal and billing applications of ESCOMs and any other third party applications as per the requirement.

The firm shall also integrate with third party for providing digital e-stamping and e-sign services.

4.3. Provisioning of Server:

At present the online web applications of ESCOMs are hosted and data base is maintained in the respective servers of ESCOMs.

It is the responsibility of the firm to arrange/provide, host and manage the server hardware, application and database software required for operation of the Application on a MeitY empaneled cloud or data centre during the entire contract period. The firm is required to migrate the data base of all ESCOMs from their respective servers of ESCOMs to common server.

The firm shall migrate the application and other server software to BESCOM Data centre once BESCOM Data centre is operational at no additional cost to BESCOM.

The server shall be monitored for CPU, Network, Memory, I/O etc. using the standard monitoring tools.

4.3.1. Server Specifications:

Service Category	Service type	Description
Compute	Virtual Machines	4 A8 v2 (8 Cores, 16 GB RAM) (3 year reserved), Linux, On Demand (Pay as you go); 1 managed disk – E30, 5,000 transaction units; Inter-region transfer type, 100 GB outbound data transfer from South India to Central India
Networking	Application Gateway	Web Application Firewall tier, Medium Instance size: 2 Gateway hours instance(s) x 730 Hours, 10 GB Data processed unit(s), 100 GB Zone unit(s)
Networking	Load Balancer	Standard Tier: 10 Rules, 100 GB Data Processed
DevOps	Azure Monitor	Log analytics: Log Data Ingestion: 0 GB Daily Analytics logs ingested, 0 GB Daily Basic logs ingested, 1 months of Interactive Data Retention, 0 months of data archived, 0 GB data restored for 0 days, 0 Basic Log Search Queries per day with 0 GB data scanned per query, 0 GB of Log Data Exported per day, Platform Log Data Processed per day: 0 GB with Destination to Storage or Event Hub and 0 GB with Destination to Marketplace Partners, 0 Search job Queries per day with 0 GB data scanned per query; 4 SCOM MI Endpoints; Managed Prometheus: 0 AKS nodes in cluster, 10000 Prometheus metrics per node, 30 seconds of Metric collection interval, 0 Average daily Dashboards users, 7 Dashboards, 50000 Data samples queried per dashboard, 25 promql alerting rules, 25 promql recording rules;

Service Category	Service type	Description
		Application Insights: 3 months Data retention, 0 Multi-step Web Tests; 4 resources monitored X 1 metric time-series monitored per resource, 4 Log Alerts at 5 Minutes Frequency, 0 Additional events (in thousands), 2 Additional emails (in 100 thousands), 2 Additional push notifications (in 100 thousands), 2 Additional web hooks (in millions)
Networking	Azure Firewall	Standard tier, 2 Logical firewall units x 730 Hours, 100 GB Data processed.
Storage	Storage Accounts	Block Blob Storage, General Purpose V1, LRS Redundancy, 0 x 1 PB, 1 x 100 TB Capacity - 3 year reserved, 10 x 10,000 Write operations, 10 x 10,000 List and Create Container Operations, 10 x 10,000 Read operations, 1 x 10,000 Other operations.
Security	Microsoft Defender for Cloud	Microsoft Defender for Cloud Security Posture Management: 4 Billable Resources x 730 Hours

The firm is required to co-ordinate with all ESCOMs for data migration.

4.3.2. Scalability

The application architecture should allow for easy scalability in case of increased users or additional features in the future.

4.3.3. Reliability

- The system must be available 99.5% of the time during working hours.
- In case of failure, the system should ensure zero data loss for submitted applications and approvals.

4.4. Maintenance & updation of web application for a period of 02 years.

It is the responsibility of the firm to maintain the developed application for a period of 02 years. The firm shall also carry out any updations which are required for implementation of any KERC orders or any Government orders. The firm shall provide technical support for maintenance and updation of the online web application.

The scope of work and the work requirements are not exhaustive and would include additional task requirements that may come up during the duration of the Project. The resources deployed by the firm shall have the facility to draw upon the expertise and experience available within the firm.

4.5. Resource deployment

The firm shall provide the resources "services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent.

The resources required are as under;

Sl. No	Resource	No. of resources
1	Team Lead	1
2	Project Manager	1
3	Solution Architect	1
4	Senior Application developer	1
5	Developer	2
6	Senior Database Developer	1
7	Database developer	2
8	Software Tester	1
9	ETL Expert	1

Note:

1. The Team Leader is responsible for overall activities under the scope of Work.
2. The Resources as required by BESCOM should work from BESCOM Corporate Office and one dedicated resource should co-ordinate with all ESCOMs for development, maintenance & updation of web application.

4.6. Expectations from the Successful Bidder

The Successful Bidder shall possess in depth knowledge and experience in website development & maintenance and server provisioning & maintenance.

The Successful Bidder shall enable these resources deployed to tap the knowledge base and expertise available within the firm. The resources deployed shall coordinate with each other to provide integral solution to BESCOM.

a) The firm should deploy persons with requisite skills and experience required for the job as specified under this RFP.
b) Though a provision is kept to allow replacement of resources, firm shall do its best to ensure continuity of deployed resource for complete period of time.
c) The firm shall have a good pool of qualified resources, from which a suitable replacement resource can be identified and deployed immediately with a notification

to BESCOM in advance.

d) The resource(s) deployed onsite shall be dedicated to BESCOM.

e) The firm shall not participate in downstream business resulting from Terms of Reference and Request for Proposal prepared by the consultants deployed in BESCOM.

SECTION 5: Firm Engagement Details

5.1. Deployment/Replacement of Resources

a. The Team Leader shall be deployed by the Successful Bidder within 7 days from the date of issuance of the Award and deploy other resources within 7 days on intimation. In case of non-compliance, BESCOM reserves the right to terminate the contract of the Successful Bidder, along with forfeiture of bank guarantee, after two weeks of commencement of the breach.
b. BESCOM shall interview resources and will accept a resource only if the resource meets the qualification criteria specifies herein.
c. BESCOM is not liable for inability of the Successful Bidder to find suitably qualified candidates.
d. In case of replacement of resources shall be done within 7 days from the date of BESCOM notifying the Firm about the alternative resource requirement.

5.2. Computer and Mobile Phone

Provisioning of Laptops, Mobile phone & Data Card to the resources is in the scope of the firm.

5.3. Conflict of interest

The Successful Bidder shall not participate in downstream business resulting from Terms of Reference and Request for Proposal prepared by the consultants deployed in BESCOM basis this RFP.

5.4. Roles and Responsibilities of the Firm and BESCOM

Deliverables by the firm:

The firm shall provide the following reports;

- System Requirement Specification (SRS) for the proposed functionalities / enhancements
- Design Document
- Source code
- Test Reports
- Service Level Agreement (SLA) generated by the ticketing tool.

Responsibility of BESCOM:

- BESCOM will provide the required information/data/API and access to execute the scope of work.
- The firm shall execute the Non-disclosure agreement with the BESCOM before collecting any information/data pertaining to the activity.

SECTION 6: Timelines & Terms of Payment

6.1. Timelines:

Sl. No.	Particulars	Timeline
1	Development of web application and data migration to common server.	Within 150 days from date of Work Award.
2	Testing & operationalization (Go-Live) of online web application.	Within 180 days from date of Work Award.
3	Provisioning of server	Within one month from the date of Work Award and the firm has to provide and maintain server for 30 months i.e. During the entire Contract Period.
4	Maintenance & updation of online web application	24 months from date of operationalization (Go-Live) of online web application.

6.1.1. Service Level Agreement:

Issue Category	Description	Resolution Time	Penalty
Severe	Issues related to Error message and tasks e.g. unable to access server, unable to login, application crashes, etc.	1 day of error reporting	0.5% of monthly maintenance charges for each day delay thereafter
High	Any issues related to features / functionalities of the application	2 days of error reporting	0.5% of monthly maintenance charges for each day delay thereafter
Medium	Some users are impacted (not all) e.g. certain functions are not working with respect to new function getting added. Unable to download reports etc.	4 working days of error reporting	0.5% of monthly maintenance charges for each day delay thereafter
Low	There is a work around possible for the issue	7 working days of error reporting	0.25% of monthly maintenance charges for each day delay thereafter

6.2. Payment Terms

All payments under the Contract shall be made in Indian National Rupees. The payment to successful Bidders shall be made as per Milestones mentioned below;

Sl. No.	Milestone	Timeline	Payments	Penalty
1	Development, Testing & operationalization (Go-Live) of online web application.	Within 180 days from date of Work Award.	100% of the Development Cost	0.5% of the Development Cost for each week delay
2	Provisioning and maintenance of server	Within one month from the date of Work Award and the firm has to provide and maintain server for 30 months i.e. During the entire Contract Period.	Once in every six months.	0.5% of the total server Cost for each week delay
3	Maintenance & updation of online web application	For a period of 24 months from date of operationalization (Go-Live) of online web application.	At the end of every quarter.	As per the Service Level Agreement

Note: The total penalty shall not exceed 10% of the contract value.

All Milestone payments shall be made at the O/o of the General Manager (DSM), Corporate Office BESCOM. Milestone wise payment shall be arranged on receipt of invoice from the Firm after satisfactory completion of milestone-based deliverables and on certification from concerned officers of DSM section BESCOM.

The successful bidder shall be required to raise invoices against each Milestone in quadruplicate with certification by the, Assistant General Manager (DSM), Deputy General Manager (DSM) and Counter signed by General Manager (DSM).

Terms of Payments are as Follows:

a) Firm needs to ensure completion of all works before submitting invoice. The release of payment will be milestone based where the payments are made for measured deliverables and outputs.

b) No invoice for extra work/ change order on will be submitted by the Firm unless the said extra work/ change order has been authorized/approved by BESCOM in writing.

c) Payments shall be made by BESCOM, no later than 45 days after submission of an Invoice or request for payment by the firm and BESCOM has accepted it.

d) If any excess payment is made by BESCOM due to difference in quoted price in proposal and firm's invoice, BESCOM may without prejudiced its rights recover such amounts by other means after notifying the firm or deduct such excess payments from any subsequent payments due to firm. Firm shall not be entitled for any other charges other than the quoted rates.

e) The firm will not be paid for completion of a milestone if achievement of a Milestone is not attributable to the firm. BESCOM will be the final deciding authority on whether or not a milestone is completed on account of action(s) taken by the firm.

f) Penalty if any shall be deducted from the due payments.

g) The Successful Bidder shall not be entitled to claim any interest upon any arrears or upon any balance, which may be found due to the Successful Bidder at any time.

h) BESCOM reserves the right to forfeit the Performance Bank Guarantee, terminate the contract if the contractor fails to

- Operationalize the application (Go-Live) within180 weeks from the date of issue of DWA.

  OR

- The firm fails to provision the server as per the specifications of this RFP and within the timelines specified in this RFP

SECTION 7: FORMS & ANNEXURES

7.1. Form: 1 Bidder's Organization Details

(To be furnished on the Letterhead of the Firm/ Company)

Sl. No.	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder (Documentary Evidence as per KYC needs to attached)	
3.	Status of the Company (Public Ltd/Pvt. Ltd) (Documentary Evidence needs to attached)	
4.	Details of Incorporation of the Company (Documentary Evidence needs to be attached)	Date:
		Ref. #
		Ref. #
5.	GST Registration Certificate (Documentary Evidence needs to attached)	
6.	Permanent Account Number(PAN) (Documentary Evidence needs to attached)	
7.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
8.	Telephone No.(with STD Code)	
9.	E-Mail of the contact person:	
10.	Website	

BESCOM

Yours faithfully,

Authorized Signature [In full and initials]
Name and Title of Signatory:
Company Name: Company Seal
Address:
Place: Date

7.2. Form: 2 – Proforma of Bank Guarantee For Contract Performance

(To be Furnished on Non-Judicial Stamp Paper of value Rs. 200/-, Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee no…… Date: / /

To,
The General Manager (DSM),
Bangalore Electricity Supply Company Limited,
Block-2, Groundt floor, Corporate Office
BESCOM, Bangalore-560001, Karnataka, India

Dear Sir / Madam,
Inconsideration of the……[BESCOM's Name] ……(Here in after referred to as the 'BESCOM' which expression shall unless repugnant to the context or meaning thereof, include it successors, administrators and assignees) having awarded to M/s ……[Firm's Name] ……with its Registered/Head Office at…… (Herein after referred to as the 'Firm'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the BESCOM's Letter of Award No……dated. ……and the same having been unequivocally accepted by the Firm, resulting in a Contract dated ……valued at……. [Contract sum in figures and words] for…….[Scope of Work] and the Firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the Contract Price of the aforesaid work under the Contract to the BESCOM.
We…… [Name & Address of the Bank]…… having its Head Office at……
(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the BESCOM, on demand any and all monies payable by the Firm to the extent of …… ……. as aforesaid at any time up to…… [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm.
Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantees herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee or till…… [day/month/year] whichever is earlier.
The BESCOM shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Firm. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Firm, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between

the BESCOM and the Firm or any other course or remedy or security available to the BESCOM. The Bank shall not be released of its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the BESCOM or any other indulgence shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the Firm and notwithstanding any Security or other Guarantee that the BESCOM may have in relation to the Firm's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs……and it shall remain in force up to and including …… and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ……on whose behalf this Guarantee has been given.

Our liability under this Bank Guarantee shall not exceed……

This Bank Guarantee shall be valid up to and including……

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the BESCOM serve upon Bank a written claim or demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this…… day of …… 2019 at……

WITNESS

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Designation with Bank Stamp)

……

Attorney as per Power of
Attorney No ……
Date ……

NOTE:

* This Sum shall be ten percent (10%) of the Contract Price.

** The date will be ninety (90) days after the completion Period as specified in the Contract.

7.3. Form: 3 Declaration on Not Being Blacklisted

(To be furnished on Non-Judicial Stamp Paper of value Rs. 200/-, duly notarized)

To,

The General Manager (DSM)
Bangalore Electricity Supply Company Limited,
Block-2, Ground floor, Corporate Office
BESCOM, Bangalore-560001, Karnataka, India

Dear Sir / Madam,

We confirm that our company is not blacklisted for any fraudulent actions/defaulted by BESCOM or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

For and on behalf of

(Name of Applicant or Bidder)

Company Seal:

Place:

Date:

7.4. Form: 4 Declaration of Acceptance of Terms and Conditions in RFP

(To be furnished on the Letterhead of the Firm/ Company)

To,

The General Manager (DSM),

Bangalore Electricity Supply Company Limited,
Block-2, Ground floor, Corporate Office
BESCOM, Bangalore-560001, Karnataka, India

Sub.: "Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent"

Dear Sir / Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no. ……..] for.: "Providing services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent." I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place:

Date

7.5. Form: 5 Letter of Proposal Submission

(To be furnished on the Letterhead of the Firm/ Company)

To,

The General Manager (DSM),
Bangalore Electricity Supply Company Limited,
Block-2, Ground floor, Corporate Office
BESCOM, Bangalore-560001, Karnataka, India

Dear Sir,

We, the undersigned, offer for Request for Proposal services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent for the duration of Three 30 Months, in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes

a) Financial Proposal
b) Technical Proposal
c) EMD of the prescribed amount (paid online as defined in the e-Procurement platform)
d) Bid processing fee of the prescribed amount (paid online as defined in the e-Procurement platform)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the price bid. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature [In full and initials]
Name and Title of Signatory:
Company Name: Company Seal
Address:
Place:

7.6. Form: 6 PROFORMA OF CONTRACT AGREEMENT

(To Be Executed on Non-Judicial Stamp Paper of value Rs. 200/-)

This Agreement made on this .....day of .....Two thousand .....between Bangalore Electricity Supply Company Limited having its Office at .....India (hereinafter referred to as a "BESCOM" or which expression shall include its administrators,) on the one part and M/s..... having its registered Office at ..... (hereinafter referred to as the "Firm" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS desirous of "services for development of unified online SRTPV portal /web application for use of BESCOM, GESCOM, HESCOM, MESCOM & CESC and maintenance & updation of the web application for a period of 2 years and extendable for one more year on mutual consent" invited Bids as per its Bid Enquiry No.....

AND WHEREAS....."X" ..... had participated in the above referred Bidding as individual bidder with.....Y.....vide their proposal No. .....dated.....and BESCOM awarded the Contract to....."X" .....on Terms and Conditions of Bid Documents referred to therein, which has been accepted by ..... "X" .....resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BESCOM has Awarded the Contract to ..... "X" .....for the Work of.....on the Terms and Conditions contained in its Letter of Intent No..... dated..... and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 Contract Documents:

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BESCOM's Bidding Documents in respect of Bid Enquiry No..... including all Amendments issued vide its letter (s) No.(s) .....dated .....

ii) "X"s Proposal No.....dated.....along with Proposal Sheets, Data Requirement Sheets, Payment Terms, work Schedule Submitted by "X" entitled as " Proposal".

iii) Agreed Minutes of the meeting held on..... between & "X".

iv) BESCOM's Letter of Intent No……dated……duly accepted by "X"

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document and what has been specifically agreed to by the BESCOM in their Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Firm in its 'Proposal but not agreed to specifically by the BESCOM stands withdrawn by the Firm for the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other Terms and Conditions are contained in 's Letter of Intent No ……dated……read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Firm strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of Work shall also include portion of all such items, which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under 'exclusions' or Letter of Intent.

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and "X" shall perform the Work in accordance with the agreed Schedule as given LOI/DWA/approved PERT.

3.4 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the performance of the contractor. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.

3.5 The Contract Performance Guarantee furnished by the Firm is irrevocable and un- conditional and the BESCOM shall have the powers to invoke it not withstanding any dispute or difference between the BESCOM and the Firm pending before any Court, Tribunal, Arbitrator or any other Authority.

3.6 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

4.0 Settlement of disputes:

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be decided by a competent Court at Bangalore.

4.2 Notice of Default:

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bangalore.

WITNESSES:

1.	(BESCOM's signature)
(Printed Name)	
2.....	(Designation)
(Company's Stamp)	
1.	(Firm's signature)
(Printed Name)	
2.....	(Designation)
(Company's Stamp	

7.7. Form 7 - Curriculum Vitae (CV) of the Personnel

(To be furnished on the Letterhead of the Firm/ Company)

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1. **Proposed Position** [*only one candidate shall be nominated for each position*]:
2. **Name of Firm** [*Insert name of firm proposing the resources*]:
3. **Name of Staff** [*Insert full name*]:
4. **Date of Birth**: **Nationality**:
5. **Education** [*Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:
6. **Total No. of years of experience**:
7. **No .of projects handled related to the scope of this RFP:**
8. **Total No. of years with the firm**:
9. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory)**:
10. **Certifications and Trainings attended:**
11. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]***:**

12. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member and / or authorized representative of the staff) *Day/ Month/ Year*

Full name of Authorized Representative: _____

7.8. Form 9: NO DEVIATION CERTIFICATE

(To be furnished on Bidder's Letterhead)

Bidder's Name & Address:

To,

The General Manager (DSM),
Ground Floor, 2nd Block,
Corporate Office, BESCOM,
K R Circle, Bangalore – 560 001.

Dear Sir / Madam,
Sub: Confirmation for "No Deviation" in Technical / Commercial terms & conditions of Bid Enquiry No.:----------. We hereby confirm that there is no deviation in technical / commercial terms & conditions stipulated in the bidding documents and we agree to adhere the same strictly.

(Signature).....
(Name).....
(Designation).....
(Company Seal).....
Date:
Place:

7.9. Form 10: Undertaking for Various Information Furnished

(To Be Executed on Non-Judicial Stamp Paper of value Rs. 200/-, duly notarized)

Bidder's Name & Address:

To,
The General Manager (DSM),
Ground Floor, 2nd Block,
Corporate Office, BESCOM,
K R Circle, Bangalore – 560 001.

Dear Sir,
Sub: Undertaking for various information against Bid Enquiry No.: ----------. We hereby confirm that that all the information against this bid and all other Certificates etc. furnished are correct and if in future BESCOM discover that any information furnished is not true, same may lead to the rejection of bid or termination of contract.

(Signature).....
(Name).....
(Designation).....
(Company Seal).....
Date:
Place:

7.10. Form 11:Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT FOR SHARING RESTRICTED/PRIVATE/CONFIDENTIAL/SENSITIVE DATA

THIS AGREEMENT (the "**Agreement**") is entered into on this_____day of_____between **Bangalore Electricity Supply Company Limited (BESCOM),** a company incorporated under the provisions of Companies Act, 1956, having its registered office at K.R. Circle, Bengaluru-560001, Karnataka represented by the_____(the" **Disclosing Party"**), and__(the "**Recipient**" or the "**Receiving Party"**) having its registered office at <Receiving party Address> hereinafter referred to individually as "Party", collectively as "Parties".

This agreement is entered into between the parties in accordance with the data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof. The Recipient hereto desires to receive_____<brief description> ("Data") in custody with BESCOM for the purpose of_____<brief description> ("Purpose") vide reference No. <Mention BESCOM's Contract order / Letter / MoU Reference No.>. During the course of this agreement, Disclosing Party may share certain proprietary data with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Sharable Data

(a) For purpose of this Agreement, "**Sharable Data**" means

(i) Restricted/Private/Confidential Data - Data which is held privately by BESCOM and deemed not to be publicly available. This also includes the data which is directly or indirectly attributable to service providers / consumers / employees of BESCOM which BESCOM has deems to keep them confidential and private and not to be disclosed in public.

(ii) Sensitive data - Sensitive data as defined in various Acts and rules of the Government of India.

The following are declared as Sensitive data by BESCOM:

a. Personally Identifiable Data (PID) of consumer/employees

The following are declared as Personally Identifiable Data (PID) by BESCOM:

- Personal Identifiers like government issued identity card details, Contact details etc.

- Passwords
- Address/Geo-location data
- Financial data;
- Biometric data;
- Religious or political beliefs or affiliations.

b. Geo-spatial data of assets and consumers.

c. Architectural details of IT/OT/IoT systems.

Sharable data need not be novel, unique, patentable, and copyrightable or constitute a trade secret in order to be designated as Sharable data. The Receiving Party acknowledges that the Sharable data is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Sharable data as trade secrets.

(b) The Data which is the subject of this Agreement, has been developed solely for internal use only by Disclosing Party, and Disclosing Party makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use.

(c) The data being shared shall comply with the Data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof and is not part of non-sharable data as per the negative list published in the policy.

(d) Notwithstanding anything stated above, Sharable data shall not include the data which:

i was known by the Receiving Party prior to receiving the Sharable data from the Disclosing Party;
ii becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
iii is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;
iv is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

v is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Sharable data.

2. Disclaimer, Restrictions and Terms of Data Usage

In obtaining and using Sharable data from BESCOM, recipient is agreeing to the following restrictions:

Restrictions:

The data shared by BESCOM with the recipient shall be used for the intended purpose as mentioned in this agreement duly complying the following:

a. In case, the data is sensitive, the data shall be used for the direct/indirect purpose or benefit of BESCOM, and not the purpose / benefit of receiving party alone.
b. The subsidiary benefit or service derived from direct or indirect use of data shall not infringe on any Intellectual Property/ trademark / copyrights, either in India or any other parts of the world.
c. The cost incurred for use of the data and any derived service shall be borne by the recipient.
d. The recipient shall not re-distribute/re-sell, nor perform work the data to any other party and shall not claim any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.
e. If any kind of documents is created using this data, recipient will make a note on or within the document that they have received the data from BESCOM.
f. If recipient edits the data to fit its needs, recipient will explicitly list that they have received the data from BESCOM, but the recipient alone is responsible for edits or changes.
g. BESCOM shall not be held responsible for any misrepresentation or adjustment of the data through data manipulation, tabular edits or spatial edits.

h. BESCOM shall not be held responsible for inappropriate or incorrect use of this data.
i. In case if the data pertains to Geographical Information System (GIS) of BESCOM,

- Data is for informational purposes only and should not be used to determine precise boundaries, parcel boundaries, appraisal, engineering, nor legal descriptions. BESCOM GIS data shall not be construed or used as an official survey or legal description. Site specific evaluation should be verified by field inspection. Primary sources from BESCOM GIS data must be consulted for verification of information contained in the data.

- BESCOM shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and

positional accuracy of the data. No representation is made that the features presented accurately reflect true locations.

j. BESCOM's data is deemed reliable but accuracy is not guaranteed. Use of this data should be with acknowledgement of the limitations of the data including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. It is recipient's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information.

k. BESCOM's data is distributed AS-IS. BESCOM will not change the format or projection to meet specific needs of recipient.

3. <u>Disclosure of Sharable Data</u>

From time to time, the Disclosing Party may disclose Sharable data to the Receiving Party. The Receiving Party will:

a. Limit disclosure of any such data to its directors, officers, employees, agents or representatives (collectively "**Representatives**") by any means whatsoever who have a need to know such Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose.
b. advise its Representatives of the proprietary nature of the Sharable data and of the obligations set forth in this Agreement and require such Representatives to keep the Restricted / Confidential / Private / Sensitive data Restricted / Confidential / Private / Sensitive.
c. shall keep all such data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by them in safeguarding its own confidential information; and
d. not further disclose any such data received by them to any third party (except as otherwise provided for herein) without the prior written approval of the Disclosing party other than the third party engaged by the receiving party who require such data to perform services. Receiving party will be held responsible for any breach of this agreement by the third party.

4. **<u>Compelled Disclosure of Sharable data</u>**.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Sharable data pursuant to any governmental, judicial, or administrative order, subpoena, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality/sensitivity of the Restricted/Confidential/Private/Sensitive data; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the

Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that they shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Sharable data, disclosure of such Sharable data may be made without liability.

5. **Term**.

This Agreement shall remain in effect for a period of_____months as mentioned in the contract/MoU/Letter. Notwithstanding the foregoing, the parties' duty to hold in confidence the sharable data that was disclosed during the term shall remain in effect indefinitely and the data shall be purged immediately on completion of the term.

6. **Remedies**.

Both parties acknowledge that the Sharable data to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of such data would destroy or diminish the value of such data. The damages to Disclosing Party that would result from the unauthorized dissemination of such data would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Sharable data in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Material

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Sharable data provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Sharable data, in whatever form of storage or retrieval, upon the earlier of

(i) the completion or termination of the dealings between the parties contemplated hereunder;
(ii) the termination of this Agreement; or
(iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable them to comply with its document retention policies.

Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying material (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. **Notice of Breach**.

a. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Sharable data by any means whatsoever, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of such Information and prevent its further unauthorized use.

b. Receiving party if in case is a service provider engaged by BESCOM the liability clause as per the respective tender in addition to the arbitration clause stated in this agreement is applicable.

c. Receiving party shall indemnify the disclosing party from any claims that might arise out of damages because of either intentional or unintentional misuse of data, or because of any operational issues or disruptions that impact organizations and firms that use disclosing party's data for their own purpose.

d. If at any point, BESCOM is of the opinion that there has been a breach of the NDA, then BESCOM may revoke any rights which it would have granted to the recipient for using its data, while giving adequate justification for such a revocation; the recipient shall be given an opportunity to clarify their position.

9. Modification

Neither party will be under any legal obligation of any kind whatsoever with respect to a modification by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a modification at any time. If a modification goes forward, the non-disclosure provisions of any applicable modification documents entered into between the parties (or their respective affiliates) for the modification shall supersede this Agreement. In the event such provision is not provided for, in the said modification documents, this Agreement shall control.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

10. Settlement of Disputes

Any dispute that arises out of or in connection with the NDA between the parties shall be resolved amicably by the authorized representatives of the parties within 30 days on being

referred by either party. In the event of any difference of opinion in this regard, the arbitration shall be referred to the Managing Director, BESCOM. Further, In the event of disagreement, the courts of Bengaluru shall have the jurisdiction and Indian laws are applicable. The place of arbitration shall be Bengaluru and the arbitration proceedings shall take place in English Language. The parties shall bear their respective cost of arbitration.

11. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Sharable data, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included

12. **Miscellaneous**.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

(b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(c) Any notifications or communications to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received in the case of -

- Personal delivery or electronic-mail, on the date of such delivery
- Delivery by a nationally recognized overnight carrier, on the third business day following dispatch and
- Mailing, on the seventh business day following such mailing.

(d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(e) The receipt of sharable data pursuant to this Agreement will not prevent or in any way limit either party from:

(i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or
(ii) Providing products or services to others who compete with the other.

(f) This Agreement does not create a joint venture or partnership between the parties.

(g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For and On Behalf of **Bangalore Electricity Supply Company Limited** Name: Designation: Address:	For and On Behalf of **<Receiving party>** Name: Designation: Address:
1. Witness Name: Designation: Address:	2. Witness Name: Designation: Address:

3. Witness Name: Designation: Address:	1.Witness Name: Designation: Address:
4. Witness in Presence of Name: Designation: Address:	2.Witness in Presence of Name: Designation: Address:

7.11. Annexure: Abbreviations

ABBREVIATION	MEANING
BDS	BID DATA SHEET
BESCOM	BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
BG	BANK GUARANTEE
CV	CURRICULUM VITAE
DWA	DETAILED WORK AWARD
ECS	ELECTRONIC CLEAREANCE SERVICE
EMD	EARNEST MONEY DEPOSIT
GCC	GENERAL CONDITIONS OF CONTRACT
GM	GENERAL MANAGER
GoI	GOVERNMENT OF INDIA
GoK	GOVERNMENT OF KARNATAKA
GST	GOODS AND SERVICES TAX
IST	INDIAN STANDARD TIME
INR	INDIAN RUPEE
ITB	INSTRUCTIONS TO BIDDERS
LoI	LETTER OF INTENT
NEFT	NATIONAL ELECTRONIC FUNDS TRANSFER
NIT	NOTICE INVITING TENDER
PBG	PERFORMANCE BANK GURANTEE
PQR	PRE QUALIFYING REQUIREMENT
RFP	REQUEST FOR PROPOSAL